

96-321

ATTACHMENT A
INTERGOVERNMENTAL AGREEMENT
FOR
JOINT PROFESSIONAL FIREFIGHTER CERTIFICATION

This Agreement, dated for reference this 15th day of January, 1996, is made by and between the City of Colorado Springs, Colorado, The City of Aurora, Colorado, the West Metro Fire Protection District, and the City and County of Denver, Colorado (hereinafter the "Parties").

1. AUTHORITY:

This Agreement is made under authority of Section 29-1-203 (1) C.R.S.

2. PURPOSE:

The purpose of this Agreement is to provide a mechanism for joint professional certification of firefighters employed by the Parties by combining the resources of the Parties under Section 29-1-203(1) C.R.S. however, nothing herein is intended to create any separate entity as provided under Section 29-1-203(4) C.R.S.

3. COLORADO METROPOLITAN CERTIFICATION BOARD:

- a) There is hereby created the Colorado Metropolitan Certification Board (CMCB). The Board shall consist one representative from each Party to this Agreement. The representative shall be the chief training officer of each Party's Fire Department, who shall be appointed by the Fire Chief of each Party. The CMCB quorum shall be two thirds of the members.
- b) The CMCB shall manage the firefighter professional certification process for the member fire departments.
- c) The CMCB shall establish written rules and regulations for implementation and operation of the professional certification process, including an appellate process. These written rules shall be effective after majority approval by the Fire Chiefs of the Parties, provided however, that CMCB rules and regulations shall not be applicable to the personnel of any Party until deemed approved by that Party under its organic law.
- d) CMCB policies and documents are subject to legal review by each Party and shall not be applicable to the personnel of any Party until deemed approved by that Party under its organic law.
- f) The CMCB shall establish and appoint an Advisory Committee. The purpose of the Advisory Committee is to provide oversight authority in the management of the certification policies for all certification policies. The Committee shall report to the CMCB. The Advisory Committee should consist of members with the following expertise, when possible:

the Fire Chief of one Party participating in this Agreement;
one member from each party with Civil Service Commission experience;
one member, with an expertise in AA/EEO, from one Party;
one member of the CMCB;
such other members as the CMCB may from time to time deem desirable.

e) The CMCB shall establish and appoint a Curriculum Review Committee. The purpose of the Curriculum Review Committee is to ensure that the curriculum, test bank, and evaluation process for each certification program has been properly validated. The Committee shall report to the CMCB. The Curriculum Review Committee may consist of the following members:

one adult educator with a Masters or Doctorate in Education;
one fire science degree program coordinator;
one Advisory Committee member who is not otherwise a member of the CMCB;
one member of the CMCB.
one member from the Colorado Fire Training Officer's Association, if available;
such other members as the CMCB may from time to time deem desirable.

4. TRAINING AND FACILITIES:

Each party shall conduct its certification training and testing using its own facilities and equipment, except that, for economy of resources, the CMCB may from time to time designate joint training facilities and joint training equipment, with the consent of the Fire Chiefs of the Parties owning or controlling those facilities or equipment.

5. OWNERSHIP OF MATERIALS AND EQUIPMENT:

All testing material developed or acquired under this Agreement shall be the joint property of the Parties to this Agreement. Any equipment acquired under this Agreement shall be determined by the CMCB prior to acquisition and payment for that equipment. Individual files on firefighters tested shall be the property of that firefighter's department only. Nothing in this Agreement is intended, or shall be construed, to modify, waive or amend any provision of the Colorado Open Records Act, the Colorado Governmental Immunity Act, or any other state or federal law.

6. LAW:

This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules, and Regulations, as such may be applicable, of the City of Colorado Springs, the City of Aurora, the West Metro Fire Protection District, and the City and County of Denver.

7. APPROPRIATION OF FUNDS:

In accord with state and local law, performance of any Party's obligations under this Agreement is expressly subject to appropriation of funds by the Party's governing body and the availability of those funds under state and local spending limitations. Each Party may annually submit to the CMCB a letter stating the amount appropriated in that annual fiscal year, which letter shall be attached to this Agreement for reference. The obligations of each Party under this Agreement or any renewal for any financial obligation, whether direct or contingent, shall extend only to monies appropriated for the purpose of this Agreement by each Party's Board of Councilmen or other legislative body, paid into the Party's treasury, and encumbered for the purposes of this Agreement. the Parties acknowledge that (i) the Parties do not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any Party.

8. WORKER'S COMPENSATION INSURANCE:

Each Party shall provide during the period of this Agreement, Colorado Worker's Compensation Insurance for all personnel of the Party.

9. INTELLECTUAL PROPERTY RIGHTS:

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the produced or acquired pursuant to this Agreement, shall be jointly owned by the Parties to this Agreement, and each party shall have joint ownership of any intellectual property rights of such materials.

10. NON DISCLOSURE OF CONFIDENTIAL COMMERCIAL DATA:

The parties hereto recognize that the Parties are subject to the laws of Colorado, and as such, Confidential information provided under this Agreement to the Parties under this Agreement is subject to and shall be interpreted under the law of the State of Colorado, including nondisclosure of confidential commercial data under section 24-72-204(3)(a)(IV), Colorado Revised Statutes.

11. LIABILITY FOR FACILITIES, EQUIPMENT AND EMPLOYEES:

a) No employee of a Party shall participate in any activity under this Agreement unless the employee is on duty within the meaning of the federal Fair Labor Standards Act. When an employee of a party attends training or otherwise participates in activities under this Agreement, that employee shall at all times remain exclusively under the direction of that Party, and the Party shall be

responsible for all pay, benefits, and compensation, including workers compensation benefits, for that Party, and each Party shall handle all legal issues raised by or pertaining to its employees or personnel.

- b) When a facility or the equipment of a Party is utilized under this Agreement, that Party shall remain responsible for the facility or equipment and shall be responsible for any claims or damages resulting from use of that facility or equipment, except that employees of any Party are deemed to be performing their duties for their own agency when utilizing another Party's facilities or equipment, and shall be covered by their own agency's benefits in the event of injury or other claims or damage. In the event that a facility or equipment is damaged, the Party whose employee is responsible for the damage shall be responsible for the costs of that damage unless the damage is intentional, at which time the Party owning the facility or equipment may pursue all legal remedies against the person causing the damage.
- c) Subject to the limitations of subparagraph 11(b) above, in the event that a legal action for damages is brought against a Party as a result of facility or equipment use under subparagraph 11(b) above, the owning Party may request reimbursement of any and all fees, costs or damages paid as a result of the legal action or settlement thereof, from the party whose employee was responsible for the damages, and the employee's Party may reimburse those expenses subject to subparagraph 11(d) herein below. In the event that Insurance payments under the Colorado Auto Accident Reparations Act, C.R.S. 10-4-701 et seq., or payments under the Colorado Financial Responsibility Act, C.R.S. 42-7-102 are made by a Party as a result of vehicle operation under subparagraph 11(b) above, the vehicle owner Party may request reimbursement of any and all fees, costs or damages paid as a result of the legal action or settlement thereof, and the operator employee Party may reimburse those expenses subject to subparagraph 11(d) herein below.
- d) Reimbursements under this Agreement shall be subject to appropriation of funds by the Party's governing body for that purpose, and nothing herein shall be construed as requiring appropriation of funds by any governing body. In addition, the Parties hereto may, at their sole option, agree to pay any reimbursement, or any judgment of financial liability to a third party, resulting from operation of a facility or equipment, from special funds which the Parties may from time to time chose to appropriate for that purpose, on behalf of the liable Party.
- e) Nothing in this Agreement shall be construed to place the officers of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlements, employment decisions, and worker's compensation liabilities, for its own members. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

12. ASSIGNMENT:

The rights and responsibilities under this Agreement shall not be assigned or otherwise transferred without the prior written consent of all Parties to this agreement. No modification of this Agreement or any term herein shall be valid unless made in writing and signed by all Parties. Any Party to this Agreement may withdraw from this Agreement with or without cause upon written notice to the other Parties.

13. TERMINATION:

Any Party to this Agreement may terminate its participation in this Agreement upon sixty (60) days prior written notice to the other Parties. In the event of any termination under this paragraph, the termination shall not affect property rights then held under paragraphs 5 and 9 of this Agreement. The Parties further agree that in the event of a termination under this paragraph, all Parties will use their best efforts to reach an equitable division of any property acquired by the CMCB pursuant to this Agreement and not otherwise jointly owned under paragraphs 5 and 9 of this Agreement.

14. EXAMINATION OF RECORDS:

The Parties hereto agree that any duly authorized representative of any Party shall, until three years following a Party's withdrawal from this Agreement, or Termination of this Agreement, whichever shall occur first, have access to and the right to examine any directly pertinent books, documents, papers and records of each Party involving transactions related to this Agreement.

15. CONFLICT OF INTEREST:

The Parties agree that no employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein and the other Parties further agree not to hire or contract for services any employee or officer of Denver which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions C5.13 and C5.14.

16. NO THIRD PARTY BENEFICIARY:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and any rules, regulations or policies promulgated pursuant to this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to contractors, subcontractors, subconsultants, suppliers, and persons seeking certification. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

17. 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, 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. Further, 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 or be construed as making any of the local concerns covered herein matters of statewide concern.

18. INTEGRATION:

This is a completely integrated Agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Agreement shall be of no effect and shall not be binding on any Party hereto. Further, the Parties acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against any Party as the author thereof.

19. EFFECTIVE DATE OF AGREEMENT:

This Agreement is deemed effective as of the 15th day of January, 1996 and shall continue in effect until otherwise determined by the Parties. Each Party shall become subject to and participant in this Agreement upon the date of signature by its Governing Body below.

IN WITNESS WHEREOF, the Governing Bodies of the Parties have executed this agreement on the dates indicated below:

FOR THE WEST METRO FIRE PROTECTION DISTRICT:

By: Sheryl A. Thompson this 17 day of April, 1996

ATTEST: [Signature]
Secretary

Approved as to Form

[Signature]
Board Attorney

FOR THE CITY OF AURORA:

By: [Signature] this 22 day of April, 1996
Paul E. Tauer, Mayor

ATTEST: [Signature]
Donna L. Young, City Clerk

Approved as to Form

[Signature]
Christine McKenney
Assistant City Attorney

Recommended And Approved for Aurora:

By: [Signature]
Nancy Freed, Deputy City Manager
for Community Services

By: [Signature]
Ray Barnes, Fire Chief

FOR THE CITY OF COLORADO SPRINGS:

By: [Signature] this 1 day of April, 1996
Robert M. Isaac, Mayor

ATTEST: [Signature]
Deputy City Clerk

Approved as to Form:

[Signature]
City Attorney

FOR THE CITY AND COUNTY OF DENVER

By: Walter Smith this _____ day of _____, 1999

Mayor

DEPUTY CITY CLERK

ATTEST:

By Elbra Vincent
Elbra Wedgeworth
Clerk and Recorder
Ex-officio Clerk of the City and
County of Denver

Approved as to Form:

Daniel E. Muse, Attorney for the City and
County of Denver

By

[Signature]
Assistant City Attorney

RECOMMENDED AND APPROVED FOR DENVER

By:

[Signature]
Manager of Safety

By:

[Signature]
Fire Chief

REGISTERED AND COUNTERSIGNED FOR DENVER

By:

[Signature]
Auditor

[Signature]
Deputy Auditor

Contract Control No. XC 54066



RESOLUTION NO. 91-08

**A RESOLUTION APPROVING A SECOND
AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT FOR JOINT PROFESSIONAL
FIREFIGHTER CERTIFICATION**

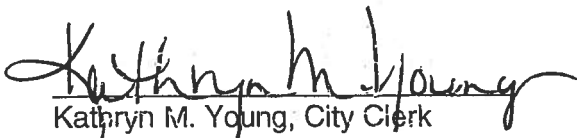
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

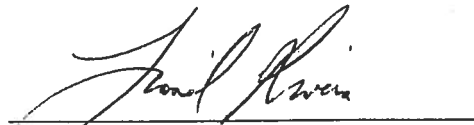
Section 1. The City Council finds that continued participation in the Intergovernmental Agreement for Joint Professional Firefighter Certification, dated for reference the 15th day of January, 1996, is advantageous to the public health, safety, and welfare of the citizens by providing a mechanism to facilitate professional certification for City firefighters.

Section 2. The City Council finds that the Intergovernmental Agreement for Joint Professional Firefighter Certification Second Amendment, attached to and made a part of this resolution as Exhibit A, is in the best interests of the City. The second amendment is approved.

Dated at Colorado Springs, Colorado, this 27th day of May, 2008.

Attest:


Kathryn M. Young, City Clerk


Lionel Rivera, Mayor

SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR JOINT
PROFESSIONAL FIREFIGHTER CERTIFICATION
dated for reference the 15th day of January, 1996.

The Intergovernmental Agreement For Joint Professional Firefighter Certification, dated for reference the 15th day of January, 1996, made by and between the City of Colorado Springs, Colorado, The City of Aurora, Colorado, the West Metro Fire Protection District, and the City and County of Denver, Colorado (hereinafter, the "Parties"), is hereby amended as follows:

Paragraph 1. The Parties acknowledge that the Colorado Community College Board, which was made a full party to this Agreement under the First Amendment to this Agreement, has withdrawn from this Agreement. Any references to Colorado Community College Board in this Agreement, and the First Amendment, are hereby deleted.

Paragraph 2. Section 3(e) establishing the Curriculum Review Committee is deleted.

Paragraph 3. Section 3(f) establishing the Advisory Committee is deleted.

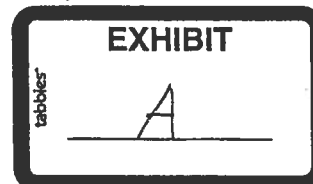
Paragraph 4. Section 14, is amended to read:

"The Parties hereto agree that any duly authorized representative of any Party shall, until five years following a Party's withdrawal from this Agreement, or Termination of this Agreement, whichever shall occur first, have access to and the right to examine any directly pertinent books, documents, papers and records of each Party involving transactions related to this Agreement."

Paragraph 5. A new Section 20 is hereby added to the Agreement as follows:

"20. CMCB ADMINISTRATOR:

- a) The Parties Agree that a CMCB Administrator position, housed in a single location, is advantageous for the administration of this Agreement.
- b) The Parties hereby agree that the City of Colorado Springs shall employ a CMCB Administrator on behalf of the Parties. The Administrator shall be hired as a Special Employee of the City of Colorado Springs. Employment of the Administrator shall be subject to yearly affirmation by the Parties by majority vote, and subject to yearly appropriation of funds by each of the Parties, however, in the event one or more Parties fail to appropriate funds for any obligation relating to the Administrator, the City of Colorado Springs, may terminate the employment of the Administrator. The Board may periodically, via unanimous vote, increase or decrease the number of dedicated hours so long as the minimum number of hours is at least 20 hours per week. The Board shall vote to extend hours worked per week on an exception basis. Except for emergency situations the employee shall not work additional hours beyond 20 hours per work week without



prior approval. Actual hours worked exceeding 20 hours but less than 40 hours will be paid at a straight time hourly rate. Any hours actually worked beyond 40 hours during the designated workweek, if approved by the Board, would be paid at the appropriate overtime rate. Holiday, sick and vacation time will continue to be prorated based on the number of hours worked.

c) The Administrator shall be hired in the grade of Senior Office Specialist as employed by the City of Colorado Springs, and shall be compensated in accordance with the applicable rate schedules and benefits as determined from time to time by the City of Colorado Springs. The Administrator shall be employed on a dedicated not less than 20 hour per week basis. The Board may from time to time by unanimous vote, and with the concurrence of the City of Colorado Springs Human Resources Department, increase or decrease the number of dedicated hours so long as the minimum number of hours is at least 20 hours per week.

d) The City of Colorado Springs shall provide Workers Compensation Coverage, tax withholding and payroll deductions, and all other relevant human resource functions as are provided to other comparable City of Colorado Springs Special Employees in accord with the City of Colorado Springs employment rules and regulations. The Colorado Springs Fire Department Training Chief shall provide supervision of the Administrator.

e) All liabilities, judgments, expenses, wages, benefits, and costs, whatsoever, shall be shared equally between the Parties. The City shall establish specific budget codes through which CMCB funds will be maintained, and all expenses relating to the Administrator shall be drawn directly from the applicable CMCB budget codes. Once per quarter (March, June, September, and December) the Administrator shall calculate the actual expenses, and prepare an invoice to each agency for that agency's share of the actual expenses.

f) The duties of the Administrator shall be determined by the CMCB Board. The Administrator shall provide services only for the CMCB and shall not be used as an administrative backup for any Party. However, in the event the Administrator position becomes vacant, or in the absence of the Senior Office Specialist, the City shall provide a back up person who is at least at the grade of Senior Office Specialist to provide Administrator services until the Administrator position is filled, and the expenses of providing the backup services shall be shared between the Parties as provided for the Administrator in this Section 20.

g) Expenditures and Funds of Each Party Deemed Expenditures of That Party: The parties to this Agreement agree that provision of an Administrator is an activity which, as recognized by C.R.S. Section 29-1-203, could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any funds contributed or paid, or otherwise provided by any Party to this Agreement to the City for the Administrator position liabilities or expenses are and remain solely an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the City."

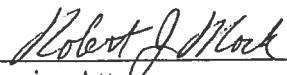
Paragraph 6. This Second Amendment is deemed by the Parties to be effective as of April 1, 2007.

Paragraph 7. All other terms and conditions of the Agreement remain in full force and effect.

FOR THE CITY OF COLORADO SPRINGS:

By:  this 3d day of June, 2008
Lionel Rivera, Mayor

Approved as to form


Senior Attorney
City of Colorado Springs

FOR THE WEST METRO FIRE PROTECTION DISTRICT:

By: Leo Johnson this 5th day of May, 2008
Leo Johnson
Board Chair

Attest: Kathy Miller
Kathy Miller
Secretary

Approved as to form: Richard Lyons
Richard Lyons
Board Attorney

FOR THE CITY OF AURORA:

By: Edward J. Tauer this 5th day of May, 2008
Edward J. Tauer

Mayor
Attest: Debra A. Johnson
Debra A. Johnson
City Clerk

Approved as to form:

David A. Lathers
David A. Lathers
Assistant City Attorney

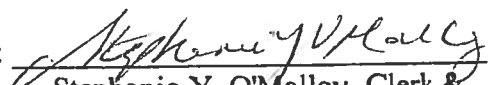
Recommended and Approved for Aurora:

By: [Signature]
Interim Deputy City Manager for Community Services

By: R. Mike Garcia
Fire Chief

FOR THE CITY AND COUNTY OF DENVER:

ATTEST:

By: 
Stephanie Y. O'Malley, Clerk &
Recorder, Ex-Officio Clerk of the
City and County of Denver



CITY AND COUNTY OF DENVER

By: 
MAYOR

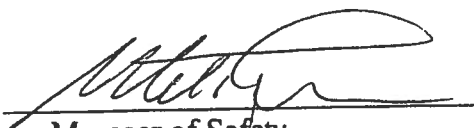
DATE: 6/17/08

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

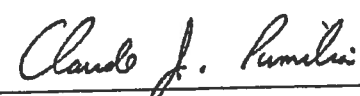
David R. Fine, Attorney for the
City & County of Denver

By: 
Assistant City Attorney

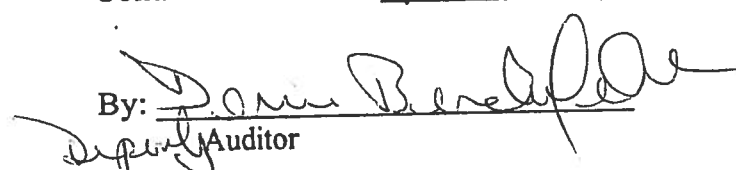
By: 
Manager of Safety

By: 
Fire Chief

REGISTERED AND COUNTERSIGNED:

By: 
Manager of Finance

Contract Control No. XC54066(2)

By: 
Deputy Auditor

RESOLUTION NO. 92-08

**A RESOLUTION APPROVING A THIRD
AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT FOR JOINT PROFESSIONAL
FIREFIGHTER CERTIFICATION**

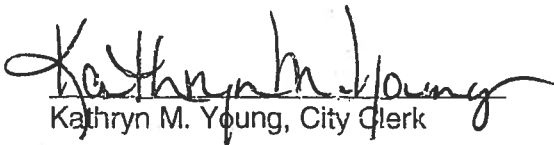
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

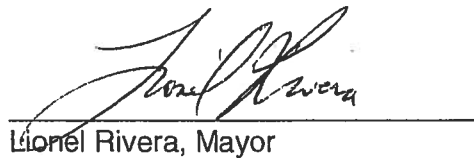
Section 1. The City Council finds that continued participation in the Intergovernmental Agreement for Joint Professional Firefighter Certification, dated for reference the 15th day of January, 1996, is advantageous to the public health, safety, and welfare of the citizens by providing a mechanism to facilitate professional certification for City firefighters.

Section 2. The City Council finds that the Intergovernmental Agreement for Joint Professional Firefighter Certification Second Amendment, attached to and made a part of this resolution as Exhibit A, is in the best interests of the City. The third amendment is approved.

Dated at Colorado Springs, Colorado, this 27th day of May, 2008.

Attest:


Kathryn M. Young, City Clerk


Lionel Rivera, Mayor

THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR JOINT
PROFESSIONAL FIREFIGHTER CERTIFICATION
dated for reference the 15th day of January, 1996.

The Intergovernmental Agreement For Joint Professional Firefighter Certification, dated for reference the 15th day of January, 1996, made by and between the City of Colorado Springs, Colorado, The City of Aurora, Colorado, the West Metro Fire Protection District, and the City and County of Denver, Colorado (hereinafter, the "Parties"), is hereby amended as follows:

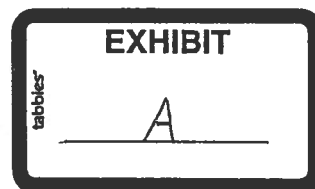
Paragraph 1. Section 3(a) of the Agreement is amended to read:

"a) Parties and Board Representation

- i. There is hereby created the Colorado Metropolitan Certification Board (CMCB). The Board shall consist of voting members and non-voting members.
- ii. The CMCB voting members shall consist of one representative from the City of Aurora, one representative from the City of Colorado Springs, one representative from the City and County of Denver, and one representative from the West Metro Fire Protection District. These representatives shall be the chief training officer of each Party's fire department, who shall be appointed by the Fire Chief of each Party. The CMCB quorum shall be three of these four representatives.
- iii. The original Parties to this agreement are the City of Aurora, the City of Colorado Springs, the City and County of Denver, and the West Metro Fire Protection District. Any other governmental entity which becomes or is a Party to this Agreement shall be a non-voting Party. Non-voting Parties may participate in all Board discussions, but shall not vote on board decisions. Each non-voting Party may appoint one non-voting CMCB board member, who shall be the chief training officer of that non-voting Party's fire department and who shall be appointed by the Fire Chief of the non-voting Party.
- iv. Non-voting parties shall not have or acquire any ownership rights under Sections 5 and 9 of this Agreement."

Paragraph 2. Section 18 is amended by addition of the following sentence at the end of the Section:

"This intergovernmental Agreement shall only be amended in writing by the governing bodies of the CMCB voting parties."



Paragraph 3. A new Section 21 is hereby added to this Agreement:

"21 New Non-voting Parties:

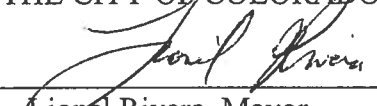
a) The Poudre Fire Authority is hereby made a non-voting Party in this intergovernmental agreement for joint professional firefighter certification for a provisional period of two years, commencing April 1, 2008 and ending March 31, 2010. By its signature the Poudre Fire Authority agrees to abide by the terms and conditions of the intergovernmental agreement. This addition is deemed effective as of April 1, 2008, subject to signature ratification by the governing boards of the now existing Parties.

b) The Union Colony Fire Rescue Authority is hereby made a non-voting Party in this intergovernmental agreement for joint professional firefighter certification for a provisional period of two years, commencing May 1, 2008 and ending April 30, 2010. By its signature the Union Colony Fire Rescue Authority agrees to abide by the terms and conditions of the intergovernmental agreement. This addition is deemed effective as of May 1, 2008, subject to signature ratification by the governing boards of the now existing Parties."

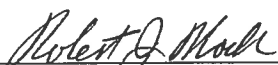
Paragraph 4. All other terms and conditions of this Agreement are and remain in full force and effect.

Paragraph 5. This amendment is deemed by the Parties to be effective as of April 1, 2008.

FOR THE CITY OF COLORADO SPRINGS:

By:  this 3d day of June, 2008
Lionel Rivera, Mayor

Approved as to form


Senior Attorney
City of Colorado Springs

FOR THE WEST METRO FIRE PROTECTION DISTRICT:

By: Leo Johnson this 5 day of May, 2008
Leo Johnson
Board Chair

Attest: Kathy Miller
Kathy Miller
Secretary

Approved as to form: Richard Lyons
Richard Lyons
Board Attorney

FOR THE CITY OF AURORA:

By: Edward J. Tauer this 5th day of May, 2008
Edward J. Tauer
Mayor

Attest: Debra A. Johnson
Debra A. Johnson
City Clerk

Approved as to form:

David A. Lathers
David A. Lathers
Assistant City Attorney

Recommended and Approved for Aurora:

By: Interim Deputy City Manager for Community Services
Interim Deputy City Manager for Community Services

By: R. Mike Darcia
Fire Chief

FOR THE CITY AND COUNTY OF DENVER:

ATTEST:

By: *Stephanie Y. O'Malley*

Stephanie Y. O'Malley, Clerk &
Recorder, Ex-Officio Clerk of the
City and County of Denver



CITY AND COUNTY OF DENVER

By: *John H. H. H.*

MAYOR



DATE: 6/17/08

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

David R. Fine, Attorney for the
City & County of Denver

By: *Pat A. Willy*

Assistant City Attorney

By: *Michael J. Smith*

Manager of Safety

By: *N. N. N.*

Fire Chief

REGISTERED AND COUNTERSIGNED:

By: *Claudio J. P. P.*

Manager of Finance

Contract Control No. XC54066(3)


By: *Devin D. D.*

Auditor

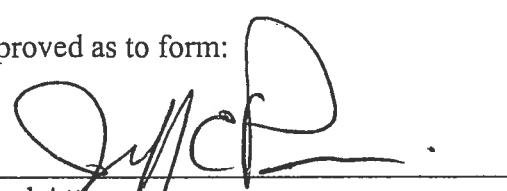
FOR THE UNION COLONY FIRE RESCUE AUTHORITY:

By:  this 5 day of MAY, 2008

Ed Phillipsen
Chairman, UCFRA Board


Attest: 
Secretary

Approved as to form:

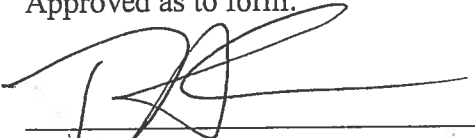

Board Attorney

FOR THE POUDDRE FIRE AUTHORITY:

By:  this 10 day of April, 2008
Lisa Poppaw
Board Chair

Attest: 
Secretary

Approved as to form:


Board Attorney

**FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR
JOINT PROFESSIONAL FIREFIGHTER CERTIFICATION**

The Intergovernmental Agreement for Joint Professional Firefighter Certification, dated for reference the 15th day of January, 1996, made by and between the City of Colorado Springs, Colorado, the City of Aurora, Colorado, the West Metro Fire Protection District and the City and County of Denver, Colorado (hereinafter, the "Parties"), is hereby amended as follows:

Paragraph 1: Section 3(a) of the Agreement is amended to read:

(a) Parties and Board Representation

- i. There is hereby created the Colorado Metropolitan Certification Board (CMCB). The Board shall consist of five (5) voting members. Each voting member shall be equally responsible for duties imposed by CMCB, subject to Paragraph 7 of this Agreement: Appropriation of Funds.
- ii. There are five (5) voting seats on the CMCB. The four original CMCB voting members shall consist of one representative from the City of Aurora, one representative from the City of Colorado Springs, one representative from the City and County of Denver, and one representative from the West Metro Fire Protection District. The fifth (5th) voting seat shall be filled by a representative from the Poudre Fire Authority. Representatives for all five (5) voting seats shall be the chief training officer of each Party's fire department, who shall be appointed by the Fire Chief of each Party. The CMCB quorum shall be three of these five representatives.

Paragraph 2. Section 21, previously added to the Intergovernmental Agreement by the Third Amendment to the Intergovernmental Agreement for Joint Professional Firefighter Certification is removed in its entirety.

Paragraph 3. All other terms and conditions of this Agreement are and remain in full force and effect.

Paragraph 4. This amendment is deemed by the Parties to be effective as of April 1, 2010.

FOR THE CITY OF AURORA:

By: Edward Tauer this 12th day of October, 2010
Edward Tauer
Mayor

Debra A. Johnson
Attest: Debra A. Johnson
City Clerk

Approved as to form

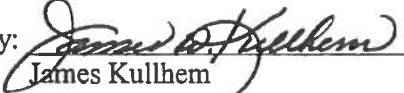
Dana Spade
Dana Spade
Assistant City Attorney


Recommended and Approved for Aurora:

By: Tom Nicholas
Tom Nicholas
Deputy City Manager for Community Services

By: Ram Michael Garcia
Fire Chief

FOR THE WEST METRO FIRE PROTECTION DISTRICT:

By:  this 22ND day of Dec., 2010
James Kullhem
Board Chair


~~Manny Chavez~~
Board Secretary

Approved as to form

Richard Lyons
Board Attorney

FOR THE POUDRE FIRE AUTHORITY:

By: Jerry D. Mumma this 26 day of October 2010

Board Chair

Kristen A. Howard

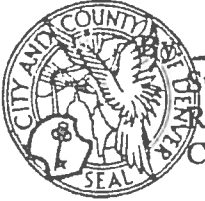
Secretary

Approved as to form

Board Attorney

ATTEST:

CITY AND COUNTY OF DENVER



Stephanie Y. O'Malley
Stephanie Y. O'Malley, Clerk &
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: *[Signature]*

MAYOR

APPROVED AS TO FORM:

David R. Fine, Attorney for
the City & County of Denver

By: *Paul A. Webb*

Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: *[Signature]*

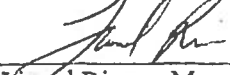
Manager of Finance

Contract Control No. **XC5Y066(4)**

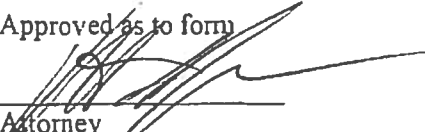
By: *[Signature]*

Auditor

FOR THE CITY OF COLORADO SPRINGS:

By:  this 26th day of April, 2010
Lionel Rivera, Mayor

Approved as to form


Attorney
City of Colorado Springs