

**SOUTH METRO DISTRICT/CITY OF LITTLETON  
PRE-UNIFICATION  
AND  
FIRE AUTHORITY MEMBER  
AGREEMENT  
By and Among  
City of Littleton  
and  
South Metro Fire Rescue Fire Protection District  
and  
South Metro/Cunningham Fire Rescue Authority**

Dated April 18, 2018

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**SOUTH METRO DISTRICT/CITY OF LITTLETON  
PRE-UNIFICATION AND  
FIRE AUTHORITY MEMBER  
AGREEMENT**

THIS SOUTH METRO DISTRICT/CITY OF LITTLETON PRE-UNIFICATION AND FIRE AUTHORITY MEMBER AGREEMENT (“Agreement”) is made and entered into this 18<sup>th</sup> day of April, 2018 by and among the CITY OF LITTLETON (“City”), SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro District”), and the SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY (“Fire Authority”) (individually, a “Party” and collectively, the “Parties”).

**RECITALS**

A. South Metro District is a fire protection district authorized to provide, and is providing, fire protection, ambulance and emergency medical and rescue services, operation of the Fire Marshal’s office, enforcement of fire prevention codes and fire code permitting, fire investigation, hazardous materials response, and other emergency services authorized by statute and typically provided by a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S. (collectively, the “Fire Department Services”).

B. The City is a home rule municipality organized and existing pursuant to Article XX, Section 6 of the Constitution of the State of Colorado and its Home Rule Charter, and has all powers, functions, rights and privileges in the operation of a municipality, except those powers, functions, rights and privileges expressly forbidden to home rule municipal corporations and cities by the Constitution of the State of Colorado.

C. The Fire Authority is a separate legal entity that is a political subdivision and public corporation of the state, separate from its members, organized pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, Section 29-1-203.5, C.R.S. and the South Metro/Cunningham Fire Rescue Authority Creation and Pre-Unification Agreement dated November 16, 2017 (“Fire Authority Agreement”), attached hereto and incorporated herein as **Exhibit A**.

D. The Parties’ boundaries include portions of Douglas, Arapahoe and Jefferson Counties.

E. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

F. For many years, the City has provided Fire Department Services to the citizens and property within its jurisdiction through Littleton Fire Rescue, which is operated by the City in partnership with Littleton Fire Protection District (“Littleton Fire”) and Highlands Ranch Metropolitan District (“Highlands Ranch”). The partnership between the City, Littleton Fire and Highlands Ranch is set forth in an Intergovernmental Agreement dated January 17, 2012, and subsequent amendments thereto (“Littleton Fire Rescue IGA”).

G. In late 2016, discussions began by the respective Fire Chiefs regarding the possible unification of the Fire Department Services being provided by Cunningham Fire Protection District (“Cunningham”), South Metro District, Littleton Fire, Highlands Ranch and the City. On May 2, 2017, the Fire Chiefs of South Metro District, Littleton Fire Rescue, and Cunningham issued the 2017 Unification Proposal. On August 16, 2017 the Fire Chiefs issued a Response to Questions, which addressed specific questions by the Boards for Littleton Fire and Highlands Ranch related to the 2017 Unification Proposal. The 2017 Unification Proposal and Response to Questions are collectively referred to as the “Unification Proposal.”

H. As stated in the Unification Proposal, the ultimate goal is to have a single, unified fire protection district provide Fire Department Services to all of the communities, citizens and property within the South Metro District, Littleton Fire Rescue and Cunningham (“Unified Fire District”).

I. Over the last year, there has been extensive discussion and analysis regarding unification and the Unification Proposal, with the governing bodies of these fire departments evaluating whether unification would be in their best interests and in the best interests of their communities and the personnel who provide Fire Department Services to their communities. Simultaneously, the City commenced an evaluation of the future of fire service in the City and the possibility of unification.

J. In November 2017, Cunningham and South Metro District created the Fire Authority pursuant to the Fire Authority Agreement. The Fire Authority began operations on January 1, 2018 and is intended as an interim step in the unification process between Cunningham and South Metro District, whereby the Fire Authority will provide Fire Department Services within the jurisdictional boundaries of Cunningham and South Metro District until Cunningham has been fully unified with South Metro District into a single fire protection district.

K. In November and December 2017, Littleton Fire and Highlands Ranch each entered into a Memorandum of Understanding with South Metro District for Establishment of a Unified Fire Protection District and a Pre-Unification and Fire Authority Member Agreement. Subsequently, Littleton Fire and Highlands Ranch each gave each other and the City notices terminating their participation under the Littleton Fire Rescue IGA effective January 1, 2019.

L. In November and December 2017, the City's Council instructed the City to commence negotiations with South Metro District. South Metro District and the City desire to legally unify their Fire Department Services into a single fire protection district and to establish the actions to be taken to seek voter approval to include into South Metro District, effective January 1, 2019, the area that is within the City. In the event that such inclusion election is unsuccessful, South Metro District and the City shall continue to seek inclusion of the City into South Metro District and to provide through the Fire Authority all of the Fire Department Services which are currently being provided separately by each of the Parties until the area within the City is included into South Metro District or this Agreement terminates.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Unification Agreement.

(a) Creation of Single, Integrated Fire Protection District. The Parties intend to form a single, integrated fire protection district to serve all areas currently served by the Parties by including all territory currently within the City into South Metro District (the "Inclusion") by election pursuant to Section 32-1-401(2)(a)(II)(b) – (e), C.R.S. Unless mutually agreed to otherwise by the Parties, the Parties shall take the following actions to seek approval for the Inclusion at a coordinated mail ballot election to be held on November 6, 2018 (the "Initial Inclusion Election"):

(i) Initial Inclusion Resolution. Upon its determination to proceed with the Initial Inclusion Election, the South Metro District Board of Directors will, pursuant to Section 32-1-401(2)(a)(II), C.R.S., adopt a resolution proposing the Inclusion and setting a public hearing to adopt a Resolution Initiating Inclusion Election. Thereafter, South Metro District shall publish and mail notices as required by Section 32-1-401(2)(b) and (3), C.R.S.

(ii) Resolution Initiating the Initial Inclusion Election. At its meeting specified in the resolution and notice referenced above in paragraph 1(a)(i), South Metro District shall conduct a public hearing and consider adoption of a Resolution Initiating Inclusion Election pursuant to Section 32-1-401(2)(b), C.R.S. The Resolution Initiating Inclusion Election shall include, as conditions of the Inclusion, that if the voters approve the Inclusion, the City shall discontinue providing Fire Department Services. Prior to the Initial Inclusion Election, it is the City's intent to adopt an ordinance providing for a reduction in its property tax mill levy rate by 4.662 mills should the qualified electors of the City approve the Inclusion into the South Metro District. If the ordinance is not approved prior to South Metro District seeking a Court Order calling for the Initial Inclusion Election, the South Metro District can discontinue the Inclusion proceedings and this Agreement will terminate.

(iii) Request Court Order for Inclusion Election. If South Metro District approves the Resolution Initiating Inclusion Election following the public hearing, it shall immediately file a motion requesting an order from the Douglas County District Court setting a coordinated mail ballot election to seek voter approval of the Inclusion, appointing the Designated Election Official, and approving the ballot question in substantially the form attached hereto and incorporated herein as **Exhibit B**.

(iv) Conduct of the Initial Inclusion Election. Upon receipt of the order from the Douglas County District Court, South Metro District, through its Designated Election Official, shall certify the ballot no later than sixty (60) days prior to the Initial Inclusion Election date, and take all actions necessary or desirable to conduct the Initial Inclusion Election pursuant to the Colorado Local Government Election Code and the Special District Act.

(v) Court Order of Inclusion. If a majority of the voters approve the Inclusion, South Metro District shall immediately seek a final Order of Inclusion from the Douglas County District Court and record and file the same as necessary to make the Order of Inclusion effective as required by the Colorado Local Government Election Code and the Special District Act. Upon the effective date of the Order of Inclusion, South Metro District, either directly or through the Fire Authority, will provide within the area of the Inclusion the Fire Department Services typically provided throughout the South Metro District, including enforcement of fire codes as adopted by the City; any future amendments, repeals, revisions or adoptions of fire codes by the City will be done only after written notice from the City to, and consultation with, the South Metro District. The Parties acknowledge that the Court Order of Inclusion resulting out of the November 6, 2018 Initial Inclusion Election will likely not be issued until after January 1, 2019 and that for the tax year commencing on January 1, 2019 and ending on December 31, 2019, Fire Department Services will be provided through the Fire Authority.

(vi) Subsequent Inclusion Elections. If a majority of electors at the Initial Inclusion Election do not approve the Inclusion, South Metro District shall have the option to conduct a mail ballot or polling place inclusion election in the subsequent year (the “Second Inclusion Election”), and if the Second Inclusion Election fails, South Metro District shall have the option to conduct a similar Inclusion election in the same or subsequent year as the Second Inclusion Election (the “Third Inclusion Election”), based on timing within any given year as mutually agreed upon by the City and South Metro District. If the Inclusion is not approved by a majority of the eligible electors at the Initial, Second or Third Inclusion Election, at the request of South Metro District, the City shall reimburse South Metro District for all costs associated with additional, annual Inclusion elections until this Agreement is either terminated or the Inclusion is approved by the eligible electors. Pursuant Section 39-1-110, C.R.S., an inclusion election that has not been approved by the District Court and recorded with the County prior to July 1, shall result in the City receiving Fire Department Services through

the Fire Authority until the end of the calendar year following the year of the inclusion election.

(vii) Payment of Inclusion Election Costs. For the Initial, Second, and Third Inclusion Elections pertaining only to the City, the City shall pay fifty percent (50%) of the cost of conducting the election including, but not limited to, costs associated with public education and election consulting services. All costs incurred by South Metro District associated with Inclusion elections following the Initial, Second, and Third Inclusion Elections shall be reimbursed in full by the City, as set forth above.

(b) South Metro District Director District Boundary Changes. South Metro District is governed by a seven (7) person Board of Directors elected from director districts. Following the effective date of the Court order approving the Inclusion and prior to the next regular Board of Directors election, South Metro District shall take such action, as necessary, to reestablish the South Metro District Board of Directors director districts to account for the Inclusion. Such redistricting shall comply with Section 32-1-804(1), C.R.S., which requires that director districts have, as nearly as possible, the same number of eligible electors, and any other applicable state and federal law regarding redistricting.

(c) Transfer of City Fire Department Assets. As of January 1, 2019, the City shall discontinue providing Fire Department Services. As of the recording of a final District Court Order of Inclusion, and subject to subsections 2(e), 2(f), and 2(g) below, the City shall transfer to South Metro District all legal and equitable title of the City's interest in any assets and property currently used by Littleton Fire Rescue, free and clear of all liens and encumbrances. The City agrees to use its best efforts to assist Littleton Fire and Highlands Ranch in the transfer of any property used by Littleton Fire Rescue and owned by either District. Assets and property include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, and machinery, with the exception of telephones and computers owned by the City. The City will provide a list of intangible personal property, warranties, licenses, permits, leases, guarantees, indemnifications and agreements which will be assigned to South Metro District, together with cash paid to the City for Fire Department Services provided before January 1, 2019, with the exception of account receivables for Fire Department Services provided on or after January 1, 2019 (collectively, the "City Fire Department Assets"). Any City funds transferred to South Metro District will be used only for the betterment of Fire Department Services to the territory within the City's boundaries.

(d) Property Insurance. The City is a member of the Colorado Intergovernmental Risk Sharing Agency, a municipal risk retention pool. The Fire Authority is insured for property, casualty and liability coverage by Arch Insurance and for workers compensation coverage by the Colorado Special District Association

insurance pool. The City will cooperate with the Fire Authority in the transfer and insurance of property.

(e) Contracts for Service. The City has two contracts for the provision of fire and emergency medical services.

(i) Lockheed Martin. The City has entered into an Agreement dated January 19, 2016 with Lockheed Martin Corporation, acting through its Lockheed Martin Space Systems business (“LMSSC Agreement”). The City has notified LMSSC of its desire to amend the LMSSC Agreement providing for assignment for a short-term period not to exceed two years of the current LMSSC Agreement to the South Metro District. It is the intent of the City and South Metro District that the South Metro District will provide services on an interim basis under the same terms and conditions applicable to the City under the LMSSC Agreement for a two (2) year period commencing on January 1, 2019. Neither South Metro District nor the Fire Authority, by this Agreement, undertake an obligation to serve LMSSC, beyond the two (2) year period commencing on January 1, 2019 and no third-parties shall be a beneficiary of this subsection.

(ii) Meadowbrook-Fairview Metropolitan District. The City has entered into a Service Agreement with the Meadowbrook-Fairview Metropolitan District (“Meadowbrook-Fairview Service Agreement”). The City and Meadowbrook have entered into discussion and Meadowbrook has agreed to the termination of the existing Meadowbrook-Fairview Service Agreement with the City effective January 1, 2019. It is the intent of the City and Meadowbrook that Meadowbrook will either annex into South Metro District or enter into the Fire Authority. Neither South Metro District nor the Fire Authority, by this Agreement, undertake an obligation to serve Meadowbrook.

2. Fire Authority. As of January 1, 2018, pursuant to the Fire Authority Agreement, the Fire Authority began operating and providing Fire Department Services to South Metro District and Cunningham until such time as all of the territory within Cunningham can be included into South Metro District. Other entities may be made members of the Fire Authority upon terms and conditions approved by a two-thirds (2/3) vote of the Fire Authority Board. Approval of this Agreement by a two-thirds (2/3) vote of the Fire Authority Board shall constitute approval of the Fire Authority Board to the City’s membership in the Fire Authority, pursuant to the provisions of this Agreement and the terms of the Fire Authority Agreement.

(a) Fire Authority Membership and Service. Pursuant to Section 39-1-110, C.R.S, as the notification deadline to the County will not be met by July 1, 2018, and regardless of the outcome of the Initial Inclusion Election, the City shall become a member of the Fire Authority and receive Fire Department Services from the Fire Authority as of January 1, 2019. Except as otherwise provided in this Agreement, the terms of the Fire Authority Agreement are incorporated herein. The City will no longer be a member of the Fire Authority following approval by the voters of the Inclusion

effective January 1<sup>st</sup> of the first year during which South Metro District will receive property tax revenue from property being included. If the Initial, Second, and Third Inclusion Elections fail to approve the Inclusion, the City shall continue to be a member of the Fire Authority until this Agreement is terminated as set forth herein.

(b) Fire Authority Board. During its membership in the Fire Authority, the City shall be entitled to one (1) voting member on the Fire Authority Board.

(c) Financial Contribution. The City's annual payment to the Fire Authority for Fire Department Services shall be equal to the revenue that would be generated by imposing a tax of 9.25 mills on the assessed valuation of all taxable property within the City's boundaries. Because the City's actual property tax mill levy rate is less than 9.25 mills, and because specific ownership tax is distributed based on property tax rates, the City shall also contribute to the Fire Authority all revenue the City actually receives from its specific ownership tax in the applicable year. In any year during which the City would otherwise be a member of, and receive services from, the Fire Authority but the City does not, or is not able to, contribute such revenue to the Fire Authority, the City shall cease to be a member of the Fire Authority, this Agreement shall terminate, and neither the Fire Authority nor South Metro District shall have any obligation to provide the Fire Department Services within the City's boundaries. Payments shall be made by the City to the Fire Authority in two (2) equal installments on January 15 and July 15 of each year, based on the final certified assessed valuation provided by the County Assessor in the prior year and the estimated specific ownership tax revenue, with a true-up payment or credit to be provided on December 31 of each year based on actual specific ownership tax revenue received by the City within such year. Notwithstanding the foregoing, if the voters at the Initial Inclusion Election approve Inclusion into South Metro District, the City may choose to pay the Fire Authority for Fire Department Services provided in 2019 as set forth above, or may pay as follows:

(i) The City shall pay the Fire Authority in 2019 an amount equal to the amount paid by the City for Fire Department Services provided by Littleton Fire Rescue in 2018; and

(ii) The City shall pay the Fire Authority in 2020 the difference between the amount owed under Section 2(c) of this Agreement and the amount paid in 2019 pursuant to Section 2(c)(i); and

(iii) The City shall include the payments set forth in Sections 2(c)(i) and (ii) of this Agreement in its budgets and appropriations presented by City staff for final consideration by the City's Council for the years in which the payments are due.

(d) Transfer and Lease of City Fire Department Assets. In consideration of the Fire Authority's obligations to provide Fire Department Services to the City, upon

the City becoming a member of the Fire Authority without its Inclusion into the South Metro District, the City will, for no additional consideration, transfer, convey or assign all legal and equitable title to the City Fire Department Assets to the Fire Authority, free and clear of all liens and encumbrances, except as set forth in subsections 2(e), 2(f), and 2(g) below. The Parties agree to execute all documents necessary to accomplish the transfer of City Fire Department Assets. Thereafter, the Fire Authority will be responsible for all maintenance and repair of the City Fire Department Assets. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate this Agreement, the City Fire Department Assets shall be returned to the City as is, unless the City Fire Department Assets have been disposed of previously. If the Inclusion has not been successful and the City terminates the Agreement, the City Fire Department Assets shall remain the property of the Fire Authority.

(e) Fire Station 11 Lease. Notwithstanding subsection 2(d) above, prior to January 1, 2019, the City will take actions to seek subdivision approval of the land upon which Fire Station 11 is located, and shall, at no cost, lease the land and Fire Station 11 to the Fire Authority and South Metro District for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority, but with a provision that the lease will terminate upon the Fire Authority or South Metro District bringing into operation a fire station intended to replace and provide primary response to the primary response area currently served by Fire Station 11. Additionally, if the Inclusion has not been successful and either the City, the Fire Authority or South Metro District terminate this Agreement, the Fire Station 11 lease shall terminate and Fire Station 11 shall be returned to the City subject to reasonable wear and tear. During the term of the lease, the Fire Authority or South Metro District shall only be responsible for routine maintenance; any maintenance in excess of \$5,000 per year and all capital improvement or replacement shall be the responsibility of the City.

(f) Stations 12 and 19, and Fire Department Capital Assets. Notwithstanding subsection 2(d) above, as of January 1, 2019, the City shall lease, at no cost, to the Fire Authority and South Metro District, Fire Stations 12 and 19 and their associated land, as well as the capital assets listed on **Exhibit C** attached hereto and incorporated herein (the “Fire Department Capital Assets”). Such leases shall be for a term of five (5) years, with unlimited renewal terms of five (5) years each at the option of South Metro District or the Fire Authority. During the term of the leases, the Fire Authority or South Metro District shall only be responsible for routine maintenance; any maintenance in excess of \$5,000 per year and all capital improvement or replacement shall be the responsibility of the City. The leases shall provide that upon the recording of a final District Court Order of Inclusion, the City shall transfer to South Metro District all legal and equitable title of the City’s interest in Station 12 and 19 and the Fire Department Capital Assets, free and clear of all liens and encumbrances. If the Inclusion has not been successful and either the Fire Authority or South Metro District terminate

this Agreement, the leases shall terminate and Stations 12 and 19 and the Fire Department Capital Assets shall be returned to the City as is. If the Inclusion has not been successful and the City terminates the Agreement, the leases shall terminate and only Stations 12 and 19 shall be returned to the City and the Fire Department Capital Assets shall be conveyed to South Metro District or the Fire Authority.

(g) Station 12 Information Technology Space. Notwithstanding subsection 2(d) above, as of January 1, 2019, the Fire Authority and South Metro District shall enter into a separate agreement with the City to allow the City, at no cost, to continue to occupy space at Fire Station 12 that is currently used by the City for a backup information technology system. Such agreement shall allow the City to occupy such space regardless of whether Station 12 is leased or conveyed to the Fire Authority or South Metro District.

(h) Transfer of Personnel. The Parties' intent is that all Littleton Fire Rescue personnel will, on January 1, 2019, be transferred without a break in service and become employees of the Fire Authority, in positions available within the Fire Authority similar to the positions they held with Littleton Fire Rescue. The transfer of employment is subject to the individual acceptance of the transfer by each such employee based on employment terms set by the Fire Authority. Failure to accept the transfer will result in the employee being deemed terminated by the City. However, that if the Inclusion is not approved by the voters and this Agreement is terminated, the City agrees that any of the former City employees transferred to South Metro District may reapply for positions with the City with no loss in seniority or service should they be rehired by the City. For a period of one (1) year from the transfer, no Party shall otherwise attempt to employ any employee of another Party without the other Party's prior written consent.

(i) Dispatch Services. As of January 1, 2019, dispatch services shall be provided at no additional charge and the existing User Agreement, effective date October 25, 2017 ("Dispatch Services Agreement"), will be terminated as between the City and South Metro District.

(j) EMS, Fire and Emergency Service Billing. The Fire Authority shall be responsible for all billing, payment account management and accounts receivables for emergency medical, ambulance, fire and other emergency services provided by the Fire Authority beginning January 1, 2019, and thereafter. For all emergency medical, ambulance, fire and other emergency services provided by the City prior to January 1, 2019, the City shall be responsible for all billing, payment account management and accounts receivables and shall retain ownership of the accounts receivables.

(k) Fire Department Services – Standards of Coverage. During any period that the Fire Authority or South Metro District provide Fire Department Services to the area currently within the City, South Metro District and the Fire Authority expect that Fire Department Services standards to all areas currently within the City will meet or

exceed those currently being provided by Littleton Fire Rescue. It is not possible to define precisely when, how, and by how much the Fire Authority or South Metro District will improve service standards and response times to the City. However, to extend accreditation to the the City area, the Fire Authority will develop and pursue a specific improvement plan.

(l) Colorado Fire Fighters Cancer and Heart Benefit Trusts. Both the City and the Fire Authority are members of the Colorado Fire Fighters Cancer and Heart Benefit Trust (the "Trust"). The City will remain a member for a period not to exceed ten (10) years commencing on January 1, 2019 to provide coverage under the Trust to any firefighter employed by Littleton Fire Rescue as of December 31, 2018 who makes a claim that a cancer or covered condition which they have developed occurred as the result of service as a fire fighter for Littleton Fire Rescue prior to December 31, 2018. All claims arising out of an individual claim of cancer that developed after December 31, 2018 shall be the responsibility of the Fire Authority.

(m) Fire and Police Pension Association of Colorado ("FPPA"). Both the City and the Fire Authority participate in the FPPA Statewide Defined Benefit Plan for eligible employees as determined by the FPPA. As set forth in subsection 2(e) above, the City and the Fire Authority shall cooperate to affect a transfer of employees to the Fire Authority so as to avoid a break in service, thus allowing their participation in the FPPA Statewide Defined Benefit Plan and the Statewide Death and Disability Plan based on a continuation of service begun with the City. Notwithstanding the foregoing, all questions of transfer, eligibility, enrollment and benefit calculation shall be solely determined by the FPPA and not under any provision of this Agreement.

(n) Environmental Assessment of Property. The City has disclosed to South Metro District that above ground fuel storage tanks ("ASTs") are located on the station sites for Fire Stations 13, 14, 16, and 17. The City shall disclose to South Metro District, any knowledge or information it has with regard to any current or historical environmental contamination of property associated with the ASTs. The City agrees to provide South Metro District within ninety (90) days following the execution of this Agreement with a Phase I Environmental Assessment (the "Assessment") for all four (4) station sites. The City shall remove all of the ASTs prior to December 31, 2018, unless South Metro District requests the City to retain any or all of them. Fire Stations 13 and 14 are owned by Littleton Fire, and Fire Station 17 is owned by Highlands Ranch. If the Assessment indicates that a Phase II Environmental Assessment ("Phase II Assessment") is warranted on Station 16, the City and South Metro District shall meet and jointly obtain a Phase II Assessment, with the costs to be born equally by the Parties. In the event the Assessment indicates that a Phase II Assessment should be conducted for Fire Stations 13, 14 or 17, South Metro District may take such action as it deems appropriate. In the event that the Phase II Assessment indicates that remediation is required for Station 16, the City shall undertake such remediation as it determines appropriate. South Metro

District shall not be required to take possession or title to any station site associated with an AST until it determines, in its reasonable discretion, that any environmental contamination has been adequately remediated.

(o) Operational Standards. Both the City and the Fire Authority agree that there may be one or more Memorandum of Understanding between the Parties executed by the Fire Authority Fire Chief and the City Manager covering operational and administrative matters necessary to implement the terms of this Agreement.

3. Term and Termination.

(a) Term. This Agreement shall become effective immediately upon execution by the Parties. The term of this Agreement shall be unlimited and shall extend until terminated as provided herein.

(b) Termination. This Agreement shall automatically terminate on January 1st of the first year during which the Fire Authority will receive property tax revenue from property within the City following approval by the voters of the Inclusion. This Agreement may also be terminated upon either South Metro District or the City giving written notice to the other twelve (12) months prior to the first day of January of the year in which the Agreement will be terminated. If the Agreement is terminated based on the Inclusion, the provisions herein obligating the City to transfer City Fire Department Assets and property shall survive such termination until satisfied.

(c) Payments Subject to Annual Appropriations. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, and therefore shall not constitute a multiple fiscal year financial obligation. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this Agreement shall terminate as of January 1 of the year in which such payment is due.

4. Miscellaneous.

(a) Party Inclusions and Exclusions. During the term of this Agreement, and because of the potential impact on the service demands and revenues of South Metro District and the Fire Authority, the City will not annex property outside the current boundaries of the South Metro District without written notice to South Metro District and the Fire Authority. Neither the Fire Authority nor South Metro District shall have any obligation to serve property annexed by the City that is located outside of the current boundaries of South Metro District, unless South Metro District has given its prior written consent.

(b) Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be given in person, by facsimile, or sent by

registered or certified mail, postage prepaid to the Parties at the addresses set forth on each signature page attached hereto, unless another address is certified to the Parties. If sent by registered or certified mail, the notice shall be deemed given seventy-two (72) hours after being placed in the U.S. Mail.

(c) No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

(d) Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

(e) Amendments. This Agreement may be amended only by a signed, written document approved by formal authority of the governing bodies of all of the Parties.

(f) Duplicate Originals. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be an original, but all of which, together, shall constitute one in the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated.

CITY OF LITTLETON

By: \_\_\_\_\_  
Debbie Brinkman, Mayor

Date: \_\_\_\_\_

Address: 2255 W. Berry Ave.  
Littleton, CO 80120

Attest:

\_\_\_\_\_  
Wendy Heffner, City Clerk

SOUTH METRO FIRE RESCUE FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
Laura Simon, President

Date: \_\_\_\_\_

Address: 9195 E. Mineral Ave.  
Centennial, CO 80112

Attest:

\_\_\_\_\_  
Ronda Scholting, Secretary

SOUTH METRO/CUNNINGHAM FIRE  
RESCUE AUTHORITY

By: \_\_\_\_\_  
Laura Simon, President

Date: \_\_\_\_\_

Address: 9195 E. Mineral Ave.  
Centennial, CO 80112

Attest:

\_\_\_\_\_  
Ronda Scholting, Secretary

**EXHIBIT A**

**SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY CREATION  
AND PRE-UNIFICATION AGREEMENT**

**SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY  
CREATION AND PRE-UNIFICATION  
AGREEMENT**

**BETWEEN**

**Cunningham Fire Protection District**

**and**

**South Metro Fire Rescue Fire Protection District**

Dated November 16, 2017

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**SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY  
CREATION AND PRE-UNIFICATION  
AGREEMENT**

THIS SOUTH METRO/CUNNINGHAM FIRE RESCUE AUTHORITY CREATION AND PRE-UNIFICATION AGREEMENT ("Agreement") is made and entered into this 16th day of November, 2017 by and among CUNNINGHAM FIRE PROTECTION DISTRICT ("Cunningham"), and SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT ("South Metro"), both of which are quasi-municipal corporations and political subdivisions of the State of Colorado, operating pursuant to Article 1, Title 32, C.R.S. (individually "Party" and collectively "Parties").

**RECITALS**

A. The Parties are both fire protection districts located within Douglas and/or Arapahoe Counties, and authorized to provide and providing fire protection, ambulance and emergency medical and rescue services, enforcement of fire prevention codes, hazardous materials response, and other emergency services authorized by statute and typically provided by a public fire department.

B. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize political subdivisions of the state to make efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

C. The Parties, being located adjacent to one another, and pursuant to Article XIV, §18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., have developed a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under Title 32, and have previously entered into numerous contractual agreements and cooperative arrangements to jointly provide public services, including, but not limited to the Intergovernmental Agreement for Mutual Aid Between Fire Departments effective February 1990, the Memorandum of Understanding regarding Automatic Aid between Parker and Cunningham Fire Protection Districts and the Aurora Fire Department dated March 1990, the Combined Communications Center Agreement dated July 6, 1993, the South Metro Fire Training Academy Release and Indemnity Agreement dated February 11, 1994, the Intergovernmental Agreement for Motor Vehicle Repairs commencing January 1, 1996, the United Fire Dispatch Authority Creation Agreement and First Amendment thereto dated August 18, 1999, the Automatic and Mutual Aid Agreement entered into in 2000, the Hazardous Materials Response Team Board of Arapahoe/Douglas Counties originally organized in 1992 and re-established in 2003, the Douglas County Emergency Response Mutual Aid Agreements signed in 2000 and 2003, the Intergovernmental Agreement Creating Regional Fire Code Board of Appeals and the First Amendment thereto dated June 27th 2007, the 2008

Intergovernmental Agreement for Mutual Aid Between Fire Departments, and the Interim Intergovernmental Agreement for Fire Investigation Services dated April 27, 2015.

D. The Parties, because of their long-standing, effective, and efficient cooperative arrangements to jointly provide public services, wish to completely integrate all aspects of their operations, administration, and services through the formation of a fire rescue authority to provide all of the services which are currently being provided separately by each of the Parties, until such time as the Parties may be legally integrated into a single fire protection district, and further wish to establish the actions to be taken and the principals to guide them in an orderly and effective manner to combine into a single fire protection district.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Creation of the Authority. The Parties hereby create and establish a separate legal entity known as the South Metro/Cunningham Fire Rescue Authority (the "Authority") which shall have the powers, authorities, duties, privileges, immunities, rights and responsibilities of a public body politic and corporate, and organized and operated with all the authorities of, and to provide the services authorized to a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S.

A. Nature of the Authority. The Authority is a separate legal entity that is a political subdivision and public corporation of the state, separate from the Parties, organized pursuant to 29-1-203.5 C.R.S. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to a fire protection district, including, but not limited to Article 1, Title 32, C.R.S., regarding general and specific powers and services; Parts 1, 5 and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6 and Part 2 of Article 72, and Article 10 Title 24, C.R.S., regarding open meetings, open records and governmental immunity; and Article X Section 20 of the Colorado Constitution ("TABOR"), except that to the fullest extent possible, the Authority shall be deemed a TABOR enterprise jointly established by the Parties. The Authority boundaries shall consist of the combined territorial boundaries of the Parties.

B. Principal Place of Business. The principal place of business of the Authority shall be 9195 East Mineral Avenue, Centennial, Colorado 80112, unless otherwise established by the Authority Board, as defined below.

C. Authority Purposes, Functions and Services. The purposes of the Authority are to:

1. Provide Fire Rescue Services. Provide all services and functions authorized to a fire protection district operating pursuant to Article 1, Title 32,

C.R.S. (the "Fire Rescue Services") on behalf of the Parties on a nondiscriminatory basis within the Authority boundaries through a temporary, fully integrated entity until such time as the Parties can be permanently integrated into a single fire protection district;

2. Assignment of Assets. Take by assignment for the term of this Agreement all existing assets of the Parties unless otherwise specifically excepted by this Agreement, and acquire, operate, and maintain real and personal property, facilities, systems, apparatus, equipment, and other assets to provide the Fire Rescue Services;

3. Management of Personnel. Direct, supervise and manage all personnel of the Authority, including all aspects of hiring, supervising, compensating and terminating;

4. Facilitate Permanent Unification. To take actions that shall facilitate the permanent unification of the Parties into a single fire protection district, subject to further agreement of the Parties; and

5. Additional Authority Members. Add other entities as members of the Authority based on terms and conditions approved by a two-thirds (2/3) vote of the Authority Board.

II. Powers of Authority. To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the power to:

A. Operate Integrated Organization. Manage, maintain, and operate a fully integrated organization to provide Fire Rescue Services on behalf of the Parties;

B. Sue. Sue, and to be sued, in its own name;

C. Seal. Have and use an Authority seal;

D. Adopt Bylaws, Rules and Regulations. Adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes;

E. Provide Fire Rescue Services. Exercise any other powers which are essential to the provision of Fire Rescue Services by the Authority, including all powers and authorities authorized by Sections 32-1-1001 and 32-1-1002, C.R.S., except that the Authority shall have no power to impose taxes or take property by eminent domain, unless specifically authorized in writing by the Parties;

F. Exercise Parties' Powers. Exercise any power lawfully authorized to each of the Parties;

G. Fix Fees, Rates and Charges. Fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the Authority in the manner provided by law;

H. Receive Contributions. Receive contributions, gifts, bequests or other grants of cash, equipment or services for the use of the Authority, from the Parties or other entities, individuals, or political subdivisions;

I. Apply for Grants. Apply for and receive grants in its own name;

J. Conduct Business. Conduct its business and affairs for the benefit of the Parties and their residents, property owners, and visitors;

K. Acquire Property. Acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized to operate a fully integrated organization to provide Fire Rescue services on behalf of the Parties;

L. Cooperate. Own, operate and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative or enterprise operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other enterprise with others;

M. Engage Agents. Engage or employ agents, including, but not limited to, engineers, attorneys, architects and consultants, and employees;

N. Contract; Purchases. Enter into, make and perform contracts of every kind and purchase goods and services as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind;

O. Contract Services. Provide contract services to other entities based on terms and conditions approved by the Authority Board, so long as such contracts do not result in increased cost of providing service to South Metro and Cunningham, in which case approval of the Parties is required;

P. Incur Debt. Incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and

privileges of the Authority. No obligation of the Authority shall become an obligation of any Party without the express written consent of such Party. All debts, liabilities and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets. The Authority shall have no authority or power to levy or collect taxes of any kind;

Q. Act as Agent. Act as agent on behalf of the Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the Parties and any other party, to the extent permitted by law and the terms of such contracts and agreements;

R. Establish TABOR Enterprises. Operate as and establish one (1) or more TABOR enterprise operations; and

S. Operate Under Trade Names. Operate under the trade names "South Metro Fire Rescue," "South Metro Fire Rescue Authority" and "SMFR" (collectively the "Trade Names"). Some or all of the Trade Names are currently registered to South Metro. South Metro shall, as of January 1, 2018, assign to or relinquish in favor of the Authority the Trade Names. Upon termination of this Agreement the Trade Names shall be assigned or relinquished back to South Metro.

### III. Governance.

A. Authority Board. The governing body of the Authority shall be the Board of Directors ("Authority Board"), in which all administrative and legislative power of the Authority is vested.

1. Number. The Authority Board shall initially be comprised of nine (9) directors ("Authority Directors"). In the event that Littleton Fire Protection District ("Littleton District") and/or Highlands Ranch Metropolitan District ("Highlands Ranch") become members of the Authority, the Authority Board shall become comprised of seven (7) Authority Directors. Each Authority Director shall be entitled to cast one vote on any matter that comes before the Authority Board.

2. Appointment. Initially, the governing body of South Metro shall appoint seven (7) Authority Directors, and the governing body of Cunningham shall appoint two (2) Authority Directors. In the event that Littleton District and/or Highlands Ranch become members of the Authority and the Authority Board is reduced to seven (7) Authority Directors, Cunningham, Littleton District and/or Highlands Ranch will each appoint one (1) Authority Director and South Metro shall appoint the balance of the seven (7) Authority directors. Each Authority Director appointed by a Party shall be a member of and shall serve at the pleasure of the governing body of the Party by whom the Authority Director is appointed.

3. Vacancies. A position of Authority Director shall be deemed vacant upon the resignation, death, removal by the appointing governing body, or disability or illness rendering the person unable to perform the essential functions of Authority Director with or without reasonable accommodations, or disqualification as a member of the Party's governing body. A vacancy on the Authority Board shall be filled in the same manner as appointment of an Authority Director as hereinabove provided.

4. Compensation. As set forth in the bylaws adopted by the Authority Board, Authority Directors may receive as compensation for the Authority Director's service to the Authority one hundred dollar (\$100.00) per meeting attended, but not in excess of two thousand four hundred dollars (\$2,400.00) per annum, or as may be allowed pursuant to Section 32-1-902, C.R.S. The Authority Board shall also provide for reimbursement to the Authority Directors of their actual and reasonable expenses incurred on behalf of the Authority.

5. Decisions. Decisions of the Authority Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present. Except as otherwise expressly provided herein or required by law, decisions of the Authority Board shall be made by a majority of the total Authority Directors.

B. Advisory Directors. The members of the governing bodies of the Parties not appointed to the Authority Board are designated advisory members to the Authority Board ("Advisory Directors"). Advisory Directors shall be provided notice of and be compensated for attendance at Authority Board meetings in the same fashion as Authority Directors. Except as limited in this section, Advisory Directors shall be expected to attend and participate in meetings of the Authority Board, including executive sessions and straw votes conducted in public meetings prior to the final action, the same as Authority Directors. Advisory Directors shall not be considered for purposes of determining a quorum for Authority Board meetings, shall not serve as officers of nor bind the Authority Board or Authority, and shall have no vote as to the final action on any matters before the Authority Board.

C. Meetings.

1. Regular Meetings. Unless otherwise provided by the Authority Board, regular meetings of the Authority Board shall be conducted not less than monthly, at the principal place of business of the Authority, which shall be identified in any notice of such meetings.

2. Meeting Quorums. A quorum for the conduct of business at meetings of the Authority Board shall be a simple majority of the Authority Directors. If less than a quorum is present, the Authority Directors present may adjourn the meeting

from time to time, provided further, that the Secretary shall notify any absent Authority Directors of the time and place of such adjourned meeting.

3. Special Meetings. Special meetings of the Authority Board may be called by the Chair or any two (2) Authority Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Authority Board shall be held at such time and place as shall be fixed by the Chair or Authority Directors calling the meeting.

4. Notice of Meetings. Written notice of any special meeting of the Authority Board shall be delivered to each Authority Director not less than three (3) days before the date fixed for such meeting, either personally, by facsimile, by e-mail, or by mail, by or at the direction of the Secretary, or upon the Secretary's default, by the person calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Authority Director at the Authority Director's address as it appears on the records of the Authority, with first-class postage thereon prepaid.

5. Waiver of Notice. Whenever any notice is required to be given to any Authority Director under the provisions of law or this Agreement, a waiver thereof in writing by such Authority Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of an Authority Director at any meeting of the Authority Board shall constitute a waiver by such Authority Director of notice of such meeting, except when such Authority Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly convened.

6. Emergency Meetings. Emergency meetings may be called by the Chair or any two (2) Authority Directors in the event of an emergency that requires the immediate action of the Authority Board in order to protect the public health, safety and welfare of the Authority or its residents or visitors, without notice if notice is not practicable. If possible, notice of such emergency meeting may be given to the Authority Board by telephone or whatever means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Authority Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of (a) the next regular meeting, or (b) the next special meeting of the Authority Board at which the emergency issue is on the public notice of the meeting. At such subsequent meeting, the Authority Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting, but the rescission shall not invalidate any action taken during the time the emergency action was in effect.

7. Conduct of Meetings. To the extent the Authority Board does not otherwise adopt rules of procedure, meetings of the Authority Board shall be conducted in accordance with Robert's Rules of Order. At the time of appointment of officers, the Authority Board shall appoint a parliamentarian who shall be familiar with Robert's Rules and who shall be consulted on points of order. If a majority of the Authority Directors do not agree with the parliamentarian's ruling on any point of order, such dispute shall be resolved by reference to Robert's Rules of Order Newly Revised In Brief, 2011 Edition. If such reference fails to resolve the matter, the parliamentarian's ruling shall stand.

D. Duties of the Authority Board. The duties of the Authority Board shall be to:

1. Governance. Govern the business and affairs of the Authority;
2. Powers. Exercise all powers of the Authority;
3. Policy. Set policy related to planning and future direction and expansion of Authority;
4. Statutory Compliance. Comply with statutes applicable to a fire protection district;
5. Funds. Invest the funds of the Authority;
6. Finances. Govern the financial transactions of the Authority, including the receipt, custody and disbursement of its funds, securities and other assets;
7. Accounting. Provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Authority Board;
8. Records. Keep records of the Authority's proceedings, and to retain records of the Authority in accordance with the Special Districts Records Management Manual of the Colorado State Archives. Both Parties shall have access to all such records of the Authority unless prohibited by state or federal law, at no cost;
9. Bylaws. Adopt such by-laws as appropriate for the conduct of its business not in conflict herewith; and
10. Fire Chief. Hire, supervise, and if determined necessary, discipline and terminate the Authority Fire Chief, who shall oversee and manage all business and affairs of the Authority pursuant to the terms of this Agreement.

E. Officers The officers of the Authority shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Authority Board from time to time, to perform such duties as may be approved by the Authority Board. The Chair, Vice-Chair and Treasurer shall be Authority Directors, but the other officers of the Authority need not be Authority Directors.

1. Appointments and Term of Office. The Authority Directors shall appoint officers who shall serve as officers of the Authority at the pleasure of the Authority Board. Officers shall be appointed annually by the Authority Board as set forth in the Authority's Bylaws. Vacancies or appointment of new officers may be filled at any meeting of the Authority Board.

2. Removal. Any officer or agent appointed by the Authority Board may be removed by the Authority Board, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.

3. Duties of Officers. In addition to duties designated by the Authority Board, the duties of the officers shall include the following:

a. Chair. The Chair shall be an Authority Director and preside at all meetings of the Authority Board and, except as otherwise delegated by the Authority Board, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be as Authority Director and, in the absence of the Chair or in the event of his inability or refusal to act, shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary need not be an Authority Director and shall maintain, or cause to be maintained, the official records of the Authority, including this Agreement, by-laws, rules and regulations established by the Authority Board, minutes of the meetings of the Authority Board, and a register of the names and addresses of the Authority Directors, alternates and officers, and shall issue notice of meetings, attest and affix the corporate seal to all documents of the Authority. A separate recording secretary and records custodian may be appointed by the Authority Board for taking and preparing meeting minutes and keeping and maintaining the official records of the Authority.

d. Treasurer. The Treasurer shall be an Authority Director and shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the Authority. The accounting function shall be provided by Authority personnel or independent contractor under the supervision of the Fire Chief and Treasurer, and shall be reviewed at least monthly by the Authority Board.

e. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not an Authority Director, such person shall receive such compensation as is deemed appropriate by the Authority Board.

4. Bonds of Officers. The Treasurer and any other officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall provide insurance coverage or give a bond in such sum, if any, and with such surety as the Authority Board shall determine. The Authority Board, in its discretion, may also require any other officer, agent or employee of the Authority to provide insurance coverage or give a bond in such amount and with such surety as shall be determined. The cost of such insurance or bond shall be an expense of the Authority.

F. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S.:

1. Defense Costs. Each Authority Director, officer, agent, employee, and volunteer of the Authority, whether or not then in office and his/her personal representatives shall be indemnified by the Authority against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of his duties and within the scope of his employment or that the act or omission of such employee was willful and wanton and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person; or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. Costs and expenses to be indemnified by the Authority shall include amounts reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

G. Execution of Contracts. Except as otherwise provided by law, the Authority Board may authorize any Authority Director, officer, employee, or agent to

enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

IV. Financial.

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as determined by motion of the Authority Board, except that all notes, bonds, or other evidences of indebtedness shall be issued by resolution.

B. Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Authority Board may select.

C. Fiscal Years. The fiscal year of the Authority shall be January 1 through December 31.

D. Debt Not That of Parties. The bonds, notes and other obligations of the Authority shall not be the debts, liabilities or obligations of the Parties, unless approved by written consent of the Parties in compliance with law.

E. Funds of Parties. The Parties shall convey to the Authority all of their existing funds as of January 1, 2018 and all future funds and revenues as they are received, except that the Parties may retain funds in the amount of \$150,000 plus the amount of any fees due to the County Treasurers for collection of the Parties' property taxes. Each Party shall pay or cause to be paid to the Authority all of its revenues on a monthly basis. Each Party shall pay its ongoing administrative expenses associated with its individual management from the retained funds and shall retain on an annual basis no more than \$150,000 plus the County Treasurers' fees for such purposes. Either Party may request additional funds be transferred back to it by the Authority for additional financial needs of the Party, which request shall not be unreasonably denied. Such expenses may include but are not limited to Authority Director's fees, legal counsel fees, accounting and auditing fees, business operating expenses, membership fees, seminars and conferences, and travel expenses. All current and future funds of the Parties whose use has been restricted by the Parties as of the date of this Agreement shall remain subject to the restrictions upon the payment of the funds to the Authority, unless the restrictions are removed by the Party that imposed the restriction. Neither Party shall impose additional restrictions on funds following the date of this Agreement without the written consent of the other Party. All funds conveyed to the Authority shall be payments to defray the costs incurred by the Authority to provide Fire Rescue Services to the Parties.

F. Mill Levy Rates. Unless otherwise agreed to by the Parties, the Parties shall, on an annual basis maintain and properly certify for collection within their

respective boundaries pursuant to the Local Government Budget Law ad valorem property taxes at the rates and for the time periods as follows:

1. South Metro. Unless otherwise determined by the South Metro Board of Directors after consulting with the Authority Board and the Cunningham Board of Directors, South Metro shall certify 9.25 mills, excluding abatements or refunds. Any certification below 9.25 mills will, to the extent legally possible, be made pursuant to §39-1-111.5, C.R.S. South Metro shall not be obligated to follow the Authority's or Cunningham's recommendations.

2. Cunningham. Unless otherwise determined by the Cunningham Board of Directors after consulting with the South Metro Board of Directors, for 2017 property taxes to be collected in 2018, Cunningham shall certify a total of 14.57 mills, excluding abatements or refunds. The Parties anticipate that the Cunningham mill levy will be reduced over time to be equal to the South Metro property tax mill levy, though no specific schedule for such reductions can now be set. Future mill levies shall be certified annually by Cunningham, after consulting with the Authority Board and the South Metro Board of Directors regarding the amount of revenue necessary to serve Cunningham, and so as to equal the South Metro mill levy rate as soon as economically viable. Cunningham shall not be obligated to follow the Authority's or South Metro's recommendations.

G. No Prepayment of Financial Obligations. The Authority shall not pre-pay any financial obligation of either Party existing as of the date of this Agreement without the express written consent of both Parties.

V. Assignment and Transfer of Assets, Property, and Personnel. To carry out the Authority's obligations to provide Fire Rescue Services on behalf of the Parties, the Parties hereby assign and transfer to the Authority as of January 1, 2018, their assets, property, and personnel, as more specifically provided in this Article V. The Authority shall use, maintain, operate, improve, manage, supervise, terminate and dispose of such assets, property and personnel as it deems necessary or appropriate for providing Fire Rescue Services.

A. Assignment of Existing Assets. As of January 1, 2018, all existing assets of the Parties, except as otherwise provided in this Agreement, are hereby assigned to the Authority to be used and managed jointly for the provision of Fire Rescue Services to the Parties. Existing assets include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, intangible personal property, cash, bank accounts, notes, bonds, insurance policies, leases, accounts receivable, warranties, guarantees, indemnifications, licenses, permits, contracts, and agreements. The Parties shall execute lease, conveyance or other documents as deemed reasonably appropriate by the Authority to document such assignment. The Parties acknowledge that the assets

assigned to the Authority may be modernized, modified, replaced or disposed of by the Authority, and that any new assets acquired by the Authority shall be titled in the name of the Authority.

B. Personnel. As of January 1, 2018, all personnel previously employed by the Parties shall be transferred by the Parties to the employment of the Authority. Upon termination of this Agreement without the unification of the Parties as contemplated by Article VI., at the written request of Cunningham some or all employees that were employed by Cunningham as of December 31, 2017 shall be transferred by the Authority to the employment of Cunningham; the remaining employees shall be transferred by the Authority to the employment of South Metro. For a period of one (1) year from the transfers neither Party shall otherwise attempt to employ any employee of the other Party without the other Parties' prior written consent.

1. Authority Staffing Obligations. Under the direction, supervision and management of the Authority Fire Chief, Authority Personnel shall provide the Fire Rescue Services contemplated by this Agreement. The Authority shall provide all management, payroll, supervision, personnel and human resource services and other services customarily provided by an employer to an employee. The Authority shall be responsible for all wages, benefits and reporting associated with its personnel. The Fire Rescue Services shall be provided in compliance with the methods of operation, protocols, performance standards, policies, procedures, standard operating procedures and similar directives adopted and updated from time to time by the Authority ("Policies and SOPs"). As of January 1, 2018, all Policies and SOPs of South Metro shall be Policies and SOPs of the Authority, unless and until amended, repealed or replaced by the Authority Board. All records related to Authority personnel, including electronically stored data, and audio tapes, shall be owned by the Authority.

2. Fire Chief. The Authority Fire Chief shall assume responsibilities of Fire Chief for both Parties pursuant to this Agreement. Subject to the supervision of the Authority Board, the Fire Chief shall have all powers and authorities provided for a fire chief under §32-1-1002, C.R.S. and any other applicable state or federal law, and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency for which the fire chief has been delegated authority by the governing body to manage all aspects of the agency, including the authority associated with a chief executive, administrative, and operational officer. The Fire Chief shall also make such personnel decisions as he deems appropriate upon advice of the Authority Board, including without limitation decisions as to organization, staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Authority Fire Chief, termination. Notwithstanding any provisions of this Agreement to the contrary, the Authority Board may make the Chief Financial

Officer or such equivalent position, regardless of title, directly report to and be subject to the supervision of the Authority Board, instead of reporting to and being supervised solely by the Fire Chief, or may establish any other supervisory arrangement that the Authority Board deems appropriate.

3. Cunningham Personnel Records. The personnel records of all former Cunningham and South Metro employees who have accepted employment with the Authority will be transferred to the Authority on January 1, 2018, or as soon as practicable thereafter. The personnel records transferred by the Parties shall be kept and maintained by the Authority until unification is complete, and the Parties shall have access thereto as reasonably necessary for any legitimate purpose, and such personnel records shall be forthwith transferred back to the Parties if this Agreement terminates without the unification of the Parties as contemplated by Article VI.

C. Pension Funds. The Authority shall manage and oversee all pension and retirement funds and plans of the Parties, subject to the statutory requirements and the requirements, authorities and obligations of the trust or pension agreements or other documents and agreements establishing and pertaining to such pension and retirement funds ("Plan Documents"). For all personnel transferred to the Authority by Cunningham, they shall either be allowed to continue participation in the pension plan established by Cunningham or they may elect to participate in the existing pension plan established by South Metro. For all new employees of the Authority who were not transferred to the Authority by either of the Parties, the Authority shall enroll such employees in an existing pension or retirement plan previously established by South Metro, or a new pension or retirement plan established by the Authority. No additional participants will be allowed to participate in pension or retirement plans previously established or administered by Cunningham or for its personnel. Where deemed convenient and appropriate by the Authority Board, and in compliance with state and federal law and requirements of the Plan Documents, the Authority may modify, amend or terminate any existing South Metro pension or retirement plan.

D. Medicare Withholding for Pre-April 1, 1986 Employees. It is the intent of the Parties that for federal Medicare withholding purposes the transfer to the Authority's employment of any employees who were first employed by the Parties prior to April 1, 1986 shall be considered continuous employment and not constitute a break in employment. Such employees shall continue to be exempt from the payment of federal Medicare withholding tax.

E. Assumption of Employment Obligations and Liabilities. In recognition of the transfer of Cunningham's assets, including financial reserves, to the Authority, the employment of Cunningham's personnel by the Authority and the direction, supervision and management all personnel by the Authority as of January 1, 2018, and the representations made by Cunningham in this paragraph, the Authority shall assume any and all residual liabilities, if any, of Cunningham arising from acts or

omissions of its personnel within the scope of their employment with Cunningham prior to January 1, 2018. The potential residual liabilities include but are not limited to United States Department of Labor, Equal Employment Opportunity Commission or Colorado Department of Labor and Employment complaints regarding employment, wages and hours. To the best of its knowledge and belief, Cunningham represents that it knows of no existing claims and no circumstances that could result in a claim for any residual liability. Further, to the extent that such a claim may arise, Cunningham shall cooperate with the investigation and defense of it. The Authority's assumption of the residual liabilities of Cunningham shall be subject to the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S., and/or any other state or federal law, and to all legal and equitable defenses available to Cunningham, South Metro, or the Authority, and any and all insurance coverage available to Cunningham, South Metro, and/or the Authority.

F. Transition Activities. The Parties' respective Fire Chiefs and staffs shall take such actions following the execution of this Agreement and prior to January 1, 2018 as necessary or appropriate to transition the Parties and their assets, property and personnel to begin functioning under the Authority no later than January 1, 2018. The transition and transfer of assets, property and personnel shall follow the principles specified in Addendum A, attached hereto and incorporated herein.

## VI. Pre-Unification Agreements.

A. Creation of Single, Integrated Fire Protection District. It is the Parties' intent, and the Parties expressly agree to form a single, integrated fire protection district to serve all areas currently served by the Parties by permanently unifying pursuant to the process and procedures available to fire protections districts under Section 32-1-501(1.5), C.R.S. The Parties anticipate permanently unifying as soon as the Cunningham mill levy can be reduced to the same rate as the South Metro mill levy while providing sufficient revenue necessary to maintain the current levels of service, or upon establishment to the satisfaction of the Parties of a temporary, higher mill levy for Cunningham taxpayers while still completing a permanent unification with South Metro. The process for completing the unification is anticipated to involve the following:

1. Initial Exclusion Resolution and Order. Based on timing to be agreed to by the Parties, the Board of Directors of Cunningham shall initially adopt a resolution and order ("Exclusion Resolution and Order") proposing to exclude from Cunningham all real property then within the boundaries of Cunningham on the condition that South Metro shall agree by resolution to include such property into South Metro immediately after the effective date of the Exclusion Resolution and Order, to be managed as a single, unified fire protection district to serve all areas previously within the boundaries of both Parties.

2. Inclusion Resolution and Order. Immediately upon Cunningham's initial adoption of the Exclusion Resolution and Order, South Metro shall adopt a resolution ("Inclusion Resolution") agreeing to include all of the Cunningham property into South Metro immediately after the effective date of the Exclusion Order, and immediately thereafter shall file the Inclusion Resolution with the Court.

3. Final Exclusion Resolution. Upon South Metro's adoption of the Inclusion Resolution, Cunningham shall provide notice and conduct a public hearing regarding the final adoption of the Exclusion Resolution and Order. The final Exclusion Resolution and Order shall designate the members of the Cunningham Board of Directors at the time of its entry, and in the alternative the Board of Directors of South Metro, as successor to Cunningham's jurisdictional territory, service responsibilities, assets, property and personnel, to do all things necessary to accomplish the terms of the Exclusion Resolution and Order and request dissolution of Cunningham. As of the effective date of Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, the Authority shall be deemed dissolved.

B. Transfer of Authority and Cunningham Assets, Property and Pension Funds. As of the effective date of Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, legal and equitable title to all assets and property of the Authority, and any assets and property of Cunningham not previously transferred to the Authority, shall be transferred to South Metro. Assets include but are not limited to real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, intangible personal property, cash, bank accounts, notes, bonds, insurance policies, leases, accounts receivable, warranties, guarantees, indemnifications, licenses, permits, contracts, and agreements. All retirement and pension funds and plans managed and overseen by the Authority, including those for the benefit of employees previously employed by Cunningham, shall thereafter be managed and overseen by South Metro, subject to the statutory requirements and the requirements of the Plan Documents.

C. South Metro Director District Boundary Changes. Following the effective date of the Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, South Metro shall take such action as necessary to reestablish the South Metro Board of Directors director districts to account for the inclusion of the Cunningham property within South Metro. Such redistricting shall be consistent with the standard of Section 32-1-804(1), C.R.S., that the director districts have, as nearly as possible, the same number of eligible electors, and also comply with state and federal law regarding redistricting that is applicable to director districts. The Parties recognize that between the time the Parties enter into this Agreement and when South Metro reestablishes the director districts, additional property with significant numbers of eligible electors may have been included within South Metro. Thus, the Parties are currently unable to determine the configuration of director districts necessary to account

for the unification with Cunningham. Therefore, in reestablishing the director districts following unification with Cunningham, South Metro shall take into consideration suggestions and recommendations developed by Cunningham and the Authority Board prior to their dissolution.

D. Cunningham Dissolution. The Parties shall take such action as necessary to seek the dissolution of Cunningham following the inclusion of all of the Cunningham property into South Metro. To the extent that following the effective date of the Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution there is no one authorized to act on behalf of Cunningham, South Metro is hereby authorized by Cunningham to seek dissolution of Cunningham by administrative action or a court order pursuant to Part 7, Article 1, Title 32, C.R.S. In the interim, Cunningham will exist as a taxing authority only and thereafter be dissolved. In the event that Cunningham does not dissolve and thereafter has employees whose positions are covered by the Internal Revenue Service Section 218 Agreement, those employees' positions will be subject to FICA coverage pursuant to the Section 218 Agreement.

## VII. Term and Termination.

A. Term. This Agreement shall become effective immediately upon execution by both Parties. The term of this Agreement shall be unlimited, and shall extend until terminated as provided herein.

B. Termination. This Agreement may be terminated effective January 1 of any year following written notice not less than twelve (12) months in advance of such date, or at any time by written agreement by the Parties. This Agreement shall also terminate upon such date following entry of Court orders approving the Exclusion Resolution and Order and the Inclusion Resolution, that all actions contemplated by Article VI of this Agreement have been taken.

C. Consolidation with a Non-Party. Except as provided in Section I.C.5. herein, unification by a Party with a non-party to form a single legal entity shall terminate this Agreement if objected to in writing by the non-unifying Party within thirty (30) days of receiving notice of such unification. Such termination shall occur as of January 1 following any formal action to affect such consolidation or unification, or the date of such consolidation or unification, whichever occurs first.

D. Payments Subject to Annual Appropriations. All payments due hereunder are subject to annual appropriations by the Party from which payment is due, so as to avoid creation of a multiple fiscal year financial obligation without voter approval in violation of TABOR. In the event either Party fails to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, this Agreement shall terminate as of January 1 of the year in which such payment is due.

E. Distribution on Termination. In the event of the termination of this Agreement and the dissolution of the Authority, other than for purposes of a permanent integration through inclusion under §32-1-501(1.5), C.R.S., all assets assigned by the Parties to the Authority for its use as the commencement of this Agreement shall, to the extent they are still held by the Authority, be returned to the assigning Party subject to any outstanding liens, mortgages or other pledges, and reasonable wear and tear. Vehicles, apparatus, equipment, and other durable goods and supplies acquired by the Authority other than assets assigned by the Parties, to the extent reasonably practicable, shall be allocated between the Parties in a manner that preserves the useful life of such assets, taking into account the Parties' respective proportionate financial contribution to the Authority. The financial assets of the Authority shall be liquidated and conveyed to each Party in proportion to the total amounts paid by such Party to the Authority during the term of this Agreement, and considering any funds received by the Authority for disposal of assets assigned by such Party to the Authority. The Parties may, however, otherwise provide by agreement for disposition of any and all interests of the Authority to any successors to the Authority, or for any alternative disposition among the Parties. In the event of termination without the inclusion of Cunningham into South Metro, the Parties agree to cooperate in good faith to provide such transfer and distribution of assets so as to allow each Party to individually resume responsibility for providing Fire Rescue Services within their jurisdictions in an efficient and timely manner. In the event of a dispute regarding the distribution of assets upon termination other than as a result of inclusion of Cunningham into South Metro, the Parties agree to have an arbitration panel of three arbiters pursuant to the Colorado Arbitration Act arbitrate the distribution of the assets.

#### VIII. Miscellaneous.

A. Party Inclusions and Exclusions. During the term of this Agreement, and because of the potential impact on the service demands and revenues of the Authority, neither Party will include or exclude property pursuant to Parts 4 or 5 of Article 1, Title 32, C.R.S., without the written consent of the other Party.

B. Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the addresses as set forth on each signature page attached hereto, unless another address is certified to the Authority.

C. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement, including any employees, volunteers, officers or agents of the Parties.

D. Existing Agreements. This Agreement shall not terminate any existing agreement of either Party, including mutual or automatic aid agreements between the Parties or between either or both Parties and any non-party.

E. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, corporation or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

F. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment will not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations. Permitted amendments may include, but shall not be limited to extensions of time for the completion of any matters described herein.

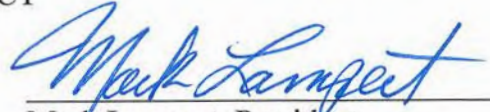
G. Duplicate Originals. This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated.

CUNNINGHAM FIRE PROTECTION  
DISTRICT

By:


  
Mark Lampert, President

Date:

11/16/17


Address: 2015 S. Dayton Street  
Denver, CO 80247

Attest:

  
Patricia Shaver, Secretary

SOUTH METRO FIRE RESCUE FIRE  
PROTECTION DISTRICT

By:

  
Laura Simon, President

Date:

11/15/17

Address: 9195 E. Mineral Ave.  
Centennial, CO 80112

Attest:

  
Ronda Scholting, Secretary

## ADDENDUM A

### TRANSITION ELEMENTS

<b>Position</b>	<ul style="list-style-type: none"><li>• Cunningham uniformed line employees through the rank of Battalion Chief will hold positions at the same rank or higher within the Authority as they did with Cunningham as of December 31, 2017.</li><li>• Cunningham civilian employees and uniformed administrative employees will hold a position within the Authority which utilizes their knowledge, skills and abilities to the fullest extent. The positions will be mutually agreed upon by Cunningham and South Metro prior to December 31, 2017.</li><li>• Cunningham uniformed and civilian employees will only be disciplined or terminated after the proper application of the progressive discipline and grievance processes in South Metro Policy #3.1.3, as amended from time to time, including the opportunity to improve job performance through a Performance Improvement Plan.</li></ul>
<b>Training, Certifications and Education Requirements</b>	<ul style="list-style-type: none"><li>• For Cunningham incumbents who are assuming a position that requires a certification, training and/or formal degree, they will have the following timelines to obtain the necessary requirements for the position they are appointed to 1/1/2018:</li><li>• <b>Training and Certifications:</b> Former Cunningham employees will be given two (2 years) from 1/1/2018 to obtain the required training and certifications. If they will not obtain the required training and certifications by 12/31/2019 they will be subject to disciplinary action up to and including demotion and/or termination.</li><li>• <b>Associates Degree:</b> If the position they are placed in on 1/1/2018 requires an Associate's degree, former Cunningham employees will be given four (4 years) from 1/1/2018 to obtain the required Associates degree. If they will not obtain the required Associates degree by 12/31/2021 they will be subject to disciplinary action up to and including demotion and/or termination.</li><li>• <b>Bachelor's Degree:</b> If the position they are placed in on 1/1/2018 requires an Bachelor's degree, former Cunningham employees will be given four (4 years) from 1/1/2018 to obtain the required Bachelor's degree. If they will not obtain the required Bachelor's degree by 12/31/2021 they will be subject to disciplinary action up to and including demotion and/or termination.<ul style="list-style-type: none"><li>• If the employee does not have an Associate's degree at the time of unification and is required to obtain a Bachelor's degree, they may be provided up to an additional 2 years from 12/31/2021 to</li></ul></li></ul>

	<p>obtain the required Bachelor's degree, depending on where they are in the process of obtaining their Associate's degree. Specific amount of additional time to be granted will be determined on a case by case basis by the respective Assistant Chief, Fire Chief and HR Director.</p> <ul style="list-style-type: none"> <li> <b>Master's Degree:</b> If the position they are placed in on 1/1/2018 requires a Master's degree, former Cunningham employees will be given four (4 years) from 1/1/2018 to obtain the required Master's degree. If they will not obtain the required Master's degree by 12/31/2021 they will be subject to disciplinary action up to and including demotion and/or termination. <ul style="list-style-type: none"> <li>If the employee does not have a Bachelor's degree at the time of unification and is required to obtain a Master's degree, they may be provided up to an additional 2 years from 12/31/21 to obtain the required Bachelor's and Master's degrees, depending on where they are in the process of obtaining their Bachelor's degree. Specific amount of additional time to be granted will be determined on a case by case basis by the respective Assistant Chief, Fire Chief and HR Director.</li> <li>If the employee does not have an Associate's degree at the time of unification and is required to obtain a Master's degree, they may be provided up to an additional 4 years from 12/31/21 to obtain the required Associate's, Bachelor's and Master's degrees, depending on where they are in the process of obtaining their Associate's degree. Specific amount of additional time to be granted will be determined on a case by case basis by the respective Assistant Chief, Fire Chief and HR Director.</li> </ul> </li> <li> <b>Summary: Post-Unification Training, Certification and Education Compliance</b> <ul style="list-style-type: none"> <li>Training = 2 years</li> <li>Certifications = 2 years</li> <li>AA = 4 years</li> <li>BA = 4 years <ul style="list-style-type: none"> <li>BA with no AA = up to 6 years</li> </ul> </li> <li>MA = 4 years <ul style="list-style-type: none"> <li>MA with no BA = up to 6 years</li> </ul> </li> <li>MA with no AA or BA = up to 8 years</li> </ul> </li> </ul>
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<b>Benefit Eligibility</b>	<ul style="list-style-type: none"> <li>Effective January 1, 2018, Cunningham employees will become eligible for all benefits offered by South Metro without a waiting period and based upon the same eligibility requirements as current South Metro employees.</li> </ul>
<b>Time in Service</b>	<ul style="list-style-type: none"> <li>Cunningham employees will retain their time in service/seniority for all purposes including all employment related benefits, accruals, employer contributions, bidding and other processes which are based upon time in service/seniority.</li> <li>The Seniority Date will be based on employment with the Party employing the employee prior to their transfer to the Authority.</li> </ul>
<b>Wages</b>	<ul style="list-style-type: none"> <li>Effective January 1, 2018, Cunningham employees will earn the higher of either the Cunningham or South Metro wage for the position that they hold within the Authority.</li> <li>Effective January 1, 2018, Cunningham employees will become eligible for all differential pay offered by South Metro based upon the same eligibility requirements as current South Metro employees.</li> </ul>
<b>Acting Lists</b>	<ul style="list-style-type: none"> <li>Cunningham employees currently on the Engineer, Lieutenant, Captain and Battalion Chief Acting Lists will be placed on the South Metro Acting Lists effective January 1, 2018.</li> </ul>
<b>Promotional Lists</b>	<ul style="list-style-type: none"> <li>Cunningham Promotional Lists will expire on December 31, 2017.</li> </ul>
<b>Retirement Benefits</b>	<ul style="list-style-type: none"> <li>Cunningham uniformed and civilian employees will have the choice of remaining in FPPA or participating in the South Metro 401(a).</li> <li>Cunningham uniformed and civilian employees will be eligible to participate in the South Metro 457 Plan.</li> </ul>
<b>Sick Leave -Annual Accrual</b>	<ul style="list-style-type: none"> <li>Cunningham employees will accrue Sick Leave in accordance with South Metro Policy #3.1.13.</li> </ul>
<b>Sick Leave - Carryover</b>	<p>Note: Before unification, Cunningham employees will receive a buyout, as approved by the Cunningham Board of Directors, of any accrued sick leave hours in excess of the South Metro allowed carryover, which is currently 1080 hours for Shift employees and 780 hours for Non-Shift employees.</p> <ul style="list-style-type: none"> <li>Cunningham employees will carryover Sick Leave in accordance with South Metro Policy #3.1.13.</li> </ul>
<b>Sick Leave – Annual Buyout</b>	<ul style="list-style-type: none"> <li>Cunningham employees will receive their annual Sick Leave buyout in accordance with South Metro Policy #3.1.13.</li> </ul>

<b>Sick Leave – Buyout at Separation</b>	<ul style="list-style-type: none"> <li>• Cunningham employees who leave South Metro voluntarily and in good standing will receive their remaining unused Sick Leave in accordance with South Metro Policy #3.1.13.</li> </ul>
<b>Personal Emergency Leave</b>	<ul style="list-style-type: none"> <li>• Cunningham employees will receive their annual Bereavement/Personal Emergency Leave in accordance with South Metro Policy #3.1.1.</li> </ul>
<b>Vacation Leave -Annual Accrual</b>	<ul style="list-style-type: none"> <li>• Cunningham employees will accrue Vacation Leave in accordance with South Metro Policy #3.1.10.</li> </ul>
<b>Vacation Leave - Carryover</b>	<ul style="list-style-type: none"> <li>• Cunningham employees will carryover Vacation Leave in accordance with South Metro Policy #3.1.10.</li> </ul>

**EXHIBIT B**

**FORM OF BALLOT QUESTION**

Shall the following described area become a part of the South Metro Fire Rescue Fire Protection District upon the following conditions?

Description of Area: All real property located within the boundaries of the City of Littleton.

Summary of Conditions:

1. If the proposed inclusion is approved by a majority of the eligible electors, City of Littleton shall reduce its property taxes by 4.662 mills for taxes collected for fiscal year 2020;
2. Unless otherwise approved by the voters in advance, the maximum mill levy that may be imposed by South Metro Fire Rescue Fire Protection District is 9.25 mills, exclusive of refunds and abatements; and
3. The proposed inclusion is subject to the terms and conditions of the South Metro District/City of Littleton Pre-Unification and Fire Authority Member Agreement dated April 18, 2018.

For inclusion .....

Against inclusion.....

**EXHIBIT C**  
**FIRE DEPARTMENT ASSETS**

City of Littleton

2016 Fire Split Inventory

FE ASSET #	Date	Asset Description	Location	Useful Life	Purchase Price	Split	Split	Split
53	01-Jan-77	BUILDING - TRAINING CENTER (1/4 OWNERSHIP)	TRN CTR	50	\$20,457.32	\$0.00	\$0.00	\$20,457.32
94	01-Jan-79	FIRE STATION #11-CONTRIS IN PROG FOR 1979 (ACOT #24-221-789 FIRE STATION #1	FIRE STATION #1	50	\$8,304.64	\$0.00	\$0.00	\$0.00
122	31-Dec-80	FIRE STATION #11-CONSTRUCTION IN PROGRESS FM 1980-ENC 7 FIRE STATION #1	FIRE STATION #1	20	\$16,695.36	\$16,695.36	\$0.00	\$0.00
145	31-Dec-81	FIRE STATION #11-CONSTRUCTION - 1981	FIRE STATION #1	50	\$531,008.57	\$531,008.57	\$0.00	\$0.00
146	31-Dec-81	FIRE STRATION #11 CONSTRUCTION -1981 --12-602-781-03--	FIRE STATION #1	50	\$48,623.00	\$0.00	\$0.00	\$0.00
166	10-Nov-82	FIRE STATION #11 COSTS-1982	FIRE STATION #1	50	\$5,850.53	\$0.00	\$0.00	\$0.00
401	02-Feb-89	UNIT #314 TRUCK, RESCUE MACK - TECHNICAL RESCUE	RESERVE STATUS	6	\$92,086.00	\$46,043.00	\$0.00	\$46,043.00
403	21-Jun-89	CABINETS - KITCHEN	STA 14	20	\$5,361.00	\$2,144.40	\$1,072.20	\$2,144.40
440	22-Feb-91	1991 SIERRA GMC 3500 HD W/UTILITY BOX, MAINT VEHICLE	STATION 11	8	\$27,981.00	\$11,192.40	\$5,596.20	\$11,192.40
447	03-Jun-91	EXHAUST FAN SYSTEM 30" 3-PHASE	ENGINE 13	20	\$7,980.00	\$3,192.00	\$1,596.00	\$3,192.00
455	27-Sep-91	UNIT #351 1992 PIERCE LANCE CHASSIS PUMPER	ENGINE 13	12	\$105,999.00	\$52,999.50	\$0.00	\$52,999.50
482	08-Jan-92	PIERCE LANCE CHASSIS PUMPER - 1992 PAYMENT TO COMPLETE Reserve Engine #12	DATA PROCESSING	12	\$95,082.00	\$47,541.00	\$0.00	\$47,541.00
490	04-Mar-92	COMMUNITY MGMT SYSTEM SOFTWARE MODULES	STA #14	10	\$28,500.00	\$11,400.00	\$5,700.00	\$11,400.00
499	05-Aug-92	EXHAUST SYSTEM	STA #15	20	\$7,482.60	\$3,741.30	\$0.00	\$3,741.30
500	05-Aug-92	EXHAUST SYSTEM	STA 15	20	\$7,482.60	\$3,741.30	\$0.00	\$3,741.30
542	31-Dec-93	STATION NO. 16 DESIGN AND CONSTRUCTION COSTS - 1993	S. HWY 85	50	\$216,668.94	\$72,222.98	\$72,222.98	\$72,222.98
557	05-Oct-94	LANDSCAPING, SOD, TREES, IRRIGATION	STA 16	20	\$30,913.50	\$10,304.50	\$10,304.50	\$10,304.50
561	05-Dec-94	TRAFFIC LIGHT INSTALLATION @ BLAKELAND IND. PARK STA #16 S FEB/LAKLAND	S. HWY 85	20	\$17,249.00	\$5,749.67	\$5,749.67	\$5,749.67
566	31-Dec-94	STA NO. 16 DESIGN & CONSTRUCTION COSTS - 1994	S. HWY 85	50	\$803,170.55	\$267,723.52	\$267,723.51	\$267,723.52
626	07-Jun-96	OPTICOM UPGRADE & INSTALL - 1996 @ COLO BLVD & CO LINE RD		20	\$6,166.50	\$3,083.25	\$0.00	\$3,083.25
784	02-Oct-98	STATION #11 HVAC IMPROVEMENTS - ENGINEERING		20	\$6,367.70	\$6,367.70	\$0.00	\$0.00
789	14-Dec-98	SKILLMASTER ALS SYSTEM INTERACTIVE HEARTSIM 4000		6	\$5,695.25	\$2,278.10	\$1,139.05	\$2,278.10
797	31-Dec-98	UNIT #397, SUPERARC 1992 CHEVY CUSTOM K3500 HAZMAT VEH/ HAMMER 11		10	\$111,597.55	\$55,798.77	\$0.00	\$55,798.78
829	03-Mar-99	CONSOLETTTE, ASTRO DIGITAL	STA #11	20	\$7,000.00	\$2,800.00	\$1,400.00	\$2,800.00
846	30-May-99	HVAC UPGRADE	STA #11	20	\$74,441.70	\$74,441.70	\$0.00	\$0.00
855	20-Jul-99	ASTRO SPECTRA DIGITAL CONSOLETTTE (INCL ACCESSORIES)	EMERG PLANNING	10	\$5,128.00	\$5,128.00	\$0.00	\$0.00
860	19-Aug-99	NEDERMAN VEHICLE EXHAUST SYSTEM & INSTALLATION	STA #11	20	\$20,372.00	\$8,148.80	\$4,074.40	\$8,148.80
876	22-Dec-99	OPTICOM @ STATION #12, BROADWAY & DAVIES		20	\$7,600.00	\$3,800.00	\$0.00	\$3,800.00
923	03-Apr-00	EXTRICATION, HYDRAULIC POWER UNIT, CUTTER & SPREADER		10	\$6,161.00	\$2,464.40	\$1,232.20	\$2,464.40
924	03-Apr-00	EXTRICATION, HYDRAULIC POWER UNIT, CUTTER & SPREADER		10	\$6,161.00	\$2,464.40	\$1,232.20	\$2,464.40
937	22-Jun-00	EXHAUST SYSTEM, NEDERMAN MAGNA RAIL	STA #15	20	\$13,766.00	\$0.00	\$0.00	\$13,766.00
946	10-Jul-00	EXHAUST SYSTEM, NEDERMAN MAGNA RAIL	STA #17	20	\$24,825.00	\$24,825.00	\$0.00	\$0.00
966	07-Nov-00	UNIT #332, NEW RESCUE 13, MCCOY MILLER 2000, FORD E450	STATION 13	6	\$94,980.00	\$47,440.00	\$0.00	\$47,440.00
967	20-Nov-00	BOAT, DIVE RESCUE, ZODIAC MK11 FLUTUA-- GRANT FUNDED # DIVE TEAM		10	\$8,250.00	\$3,300.00	\$1,650.00	\$3,300.00
984	14-Feb-01	TNT RESCUE TOOL, BANTAM TYWIN HONDA 6.5 S-100 28"SPREADER SQUIRT #16		10	\$16,674.00	\$6,669.60	\$0.00	\$6,669.60
985	14-Feb-01	TNT RESCUE TOOL, BANTUM 2.5 HONDA POWER W/CC20 SPREAD ENGINE #13		10	\$8,369.00	\$3,347.60	\$1,673.80	\$1,673.80
1004	19-Apr-01	BAUER COMPRESSOR WITH CO MONITOR	STA #18	10	\$43,050.00	\$17,220.00	\$17,220.00	\$8,610.00
1013	10-May-01	WILDLAND FIRE SUPPRESSION TRUCK WITH EQUIPMENT UNIT #2, STA#18 UNIT#81		5	\$115,871.25	\$46,346.50	\$23,174.25	\$46,346.50
1014	21-May-01	CHEVY TAHOE 4X4 IN RED UNIT #300	FIRE/IRELAND	8	\$33,028.27	\$13,211.31	\$6,606.65	\$13,211.31
1015	21-May-01	CHEVY TAHOE 4X4 IN RED UNIT#308A	ZYGOMCZ	8	\$30,994.00	\$12,393.60	\$12,393.60	\$6,196.80
1016	21-May-01	CHEVY TAHOE 4X4 IN RED UNIT #320	FIRE/HOSTRA	8	\$30,994.00	\$12,393.60	\$12,393.60	\$6,196.80
1031	08-Jul-01	NEDERMAN MAGNA TRACK EXHAUST SYSTEM	STA #14	20	\$14,276.00	\$0.00	\$0.00	\$0.00
1046	05-Sep-01	NEDERMAN MAGNA TRACK & RAIL EXHAUST SYSTEM	FIRE ADMIN	10	\$27,676.00	\$11,150.40	\$5,575.20	\$11,150.40
1059	14-Dec-01	OFFICE FURNITURE IN TANNY MAPLE		0	\$65,960.38	\$0.00	\$0.00	\$65,960.38
1070	14-Dec-01	LAND PURCHASE FOR STATION #12 2001	6529 S BROADWAY	0	\$538,721.23	\$538,721.23	\$0.00	\$0.00
1072	31-Dec-01	ENGINE #15 EQUIPMENT #356	ENGINE #15	12	\$24,022.63	\$9,609.05	\$4,804.53	\$9,609.05
1080	01-Jan-02	AMERICAN LA FRANCE 148 #356	ENGINE #15	12	\$309,600.47	\$154,800.24	\$0.00	\$154,800.23
1081	01-Jan-02	TELESTAFF SOFTWARE LICENSE FOR 200 STAFF MEMBERS		3	\$43,000.00	\$17,200.00	\$8,600.00	\$17,200.00
1088	25-Jan-02	RADIO, ASTRO DIGITAL XTSS90 PORTABLE		10	\$14,428.00	\$5,771.20	\$2,885.60	\$5,771.20
1103	21-Mar-02	BASEMENT STORAGE	STATION #16	6	\$16,126.40	\$0.00	\$0.00	\$16,126.40
1126	07-May-02	2002 CLUB CAR ALL TERRAIN AMBUANCE	STATION 11	10	\$7,991.50	\$2,630.50	\$2,630.50	\$2,630.50
1130	22-May-02	T-1 HARDWARE & INSTALLATION		6	\$9,550.00	\$0.00	\$0.00	\$9,550.00
1148	06-Jun-02	2002 CHEVY SUBURBAN UNIT #361	Battalion chief	6	\$30,514.00	\$21,411.20	\$6,102.80	\$6,102.80
1157	20-Jun-02	PARAMEDIC RESCUE UNIT - 2002 MCCOY MILLER FORD E450 #354, RESCUE #15		6	\$111,463.47	\$55,731.74	\$0.00	\$55,731.73
1178	28-Aug-02	JAVES OF LIFE		10	\$8,202.00	\$0.00	\$0.00	\$8,202.00
1189	10-Oct-02	AMERICAN LA FRANCE EAGLE 148 #316	ENGINE #11	12	\$366,463.82	\$183,231.91	\$0.00	\$183,231.91
1192	23-Oct-02	CMB 1250 VHS	FIRE	10	\$12,503.90	\$98.43	\$24.61	\$12,180.86
1193	31-Oct-02	INSTAL DAVID CLARK INTERCOM SYSTEM	RESCUE 11	10	\$5,756.52	\$0.00	\$0.00	\$5,756.52
1194	31-Oct-02	EMERGENCY LIGHTS & SIRENS ON UNIT #316	FIRE DEPT	12	\$5,768.72	\$4,614.86	\$1,153.74	\$4,614.86
1206	05-Dec-02	FIRE SAFETY HOUSE UNIT #388	FIRE DEPT	20	\$37,944.00	\$30,355.20	\$7,588.80	\$0.00
1215	27-Dec-02	FIRE STATION SIGNAL STATION 14	STATION 14	20	\$33,815.00	\$0.00	\$0.00	\$33,815.00
1216	30-Dec-02	STATION 15 PARKING LOT EXPANSION	STATION 15	25	\$7,507.00	\$0.00	\$0.00	\$7,507.00
1238	02-Jan-03	WALL CABINETS & COUNTERS FOR FIRE STATION		20	\$7,993.42	\$0.00	\$0.00	\$7,993.42
1259	01-Mar-03	MCCOY MILLER FORD E450 PARAMEDIC RESCUE UNIT #11 #31 Rescuer #11	STATION #5	6	\$111,118.60	\$55,559.30	\$0.00	\$55,559.30
1266	17-Mar-03	TRAFFIC SIGNAL #15	STATION #5	20	\$29,350.00	\$0.00	\$0.00	\$29,350.00
1258	08-Apr-03	TREADMILL PRECOR C966	STN 13	10	\$5,028.33	\$0.00	\$0.00	\$5,028.33
1259	08-Apr-03	TREADMILL PRECOR C966	STN 14	10	\$5,028.33	\$0.00	\$0.00	\$5,028.33
1299	09-Oct-03	RESTORATION OF 1915 FEDERAL FIRE ENGINE		5	\$13,380.10	\$5,352.04	\$2,676.02	\$5,352.04

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1301	27-Oct-03 UNIT #360 2004 CHEVY VAN	FIRE	8	\$26,949.96	\$10,792.38	\$5,396.20	\$10,792.38
1308	31-Dec-03 NETWORK EQUIPMENT (COMPATIBLE W/ PBX SYSTEM)		10	\$20,646.00	\$0.00	\$0.00	\$0.00
1327	23-Jan-04 Unit #372 - Wildland Brush Truck	FIRE	5	\$115,941.00	\$46,136.40	\$23,068.20	\$46,136.40
1340	22-Mar-04 FIRE STATION #12		50	\$2,655,325.78	\$2,655,325.78	\$0.00	\$0.00
1369	11-Jun-04 REMODEL KITCHEN IN STATION #13		3	\$28,520.71	\$0.00	\$0.00	\$28,520.71
1398	10-Dec-04 MC Kelly VISM day-US-STD FCC Var		10	\$7,026.08	\$7,026.08	\$0.00	\$0.00
1418	08-Feb-05 Squirr #12- 2004 AmIaFrAnce E134		10	\$539,517.80	\$269,258.90	\$0.00	\$269,258.90
1419	15-Mar-05 #328 2004 LAFRANCE EAGLE FIRE ENGINE (REPLACEMENT)		10	\$313,951.01	\$156,925.51	\$0.00	\$156,925.50
1443	28-Jul-05 PRECOR TREADMILL (FIRE)		10	\$5,190.00	\$0.00	\$0.00	\$0.00
1449	22-Sep-05 2006 CHEVY EXPRESS VAN (FIRE)	FIRE	5	\$32,011.50	\$12,804.60	\$6,402.30	\$12,804.60
1451	23-Sep-05 THERMAL IMAGING CAMERA ENG13		5	\$9,212.13	\$3,684.85	\$1,842.43	\$3,684.85
1457	30-Nov-05 Engine 14- 2006 LaFrAnce 148 Eagle	FIRE	10	\$342,000.00	\$171,000.00	\$0.00	\$171,000.00
1486	14-Feb-06 Power Pro XT 6500 Ambulance Cot		10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1487	14-Feb-06 Power Pro XT 6500 Ambulance Cot		10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1489	16-Feb-06 Power Pro XT 6500 Ambulance Cot	FIRE	10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1490	16-Feb-06 Power Pro XT 6500 Ambulance Cot	FIRE	10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1491	18-Feb-06 Power Pro XT 6500 Ambulance Cot	FIRE	10	\$8,629.04	\$8,629.04	\$0.00	\$0.00
1527	18-Sep-06 Duralda Roof		20	\$22,458.00	\$22,458.00	\$0.00	\$0.00
1540	31-Dec-06 2006 MCCOY MILLER FORD E450 RESCUE #13	FIRE	10	\$198,283.12	\$68,141.56	\$0.00	\$68,141.56
1547	05-Jan-07 2006 Pierce Squirt #16	FIRE	10	\$638,990.81	\$212,763.60	\$212,763.60	\$212,763.60
1550	19-Mar-07 Eagle Imager 160 Digital Readout	FIRE	5	\$6,248.75	\$2,499.50	\$1,249.75	\$2,499.50
1551	19-Mar-07 800 MHZ Inband Repeater	FIRE	5	\$9,114.30	\$3,645.72	\$1,822.86	\$3,645.72
1552	19-Mar-07 800 MHZ Inband Repeater	FIRE	5	\$9,114.30	\$3,645.72	\$1,822.86	\$3,645.72
1555	06-Mar-07 THERMAL IMAGING CAMERA ENG14	FIRE	5	\$6,792.50	\$2,717.00	\$1,358.50	\$2,717.00
1556	06-Mar-07 THERMAL IMAGING CAMERA ENG17	FIRE	5	\$6,792.50	\$2,717.00	\$1,358.50	\$2,717.00
1557	08-Mar-07 THERMAL IMAGING CAMERA ENG16	FIRE	5	\$6,792.50	\$2,717.00	\$1,358.50	\$2,717.00
1564	18-Apr-07 Dive Van #16	FIRE	10	\$125,000.00	\$50,000.00	\$25,000.00	\$50,000.00
1569	17-May-07 2007 Chevy Fire Prevention Van	FIRE	3	\$29,999.74	\$11,999.90	\$5,999.94	\$11,999.90
1582	14-Nov-07 Carbon Monoxide Oximeter Detector	FIRE	5	\$6,250.00	\$2,500.00	\$1,250.00	\$2,500.00
1583	14-Nov-07 Carbon Monoxide Oximeter Detector	FIRE	5	\$6,250.00	\$2,500.00	\$1,250.00	\$2,500.00
1587	11-Dec-07 Drug Dispensing Vending Machine	FIRE	5	\$6,522.50	\$3,409.00	\$1,704.50	\$3,409.00
1608	12-Mai-08 2007 FORD E-450 AMBULANCE	FIRE	10	\$136,980.00	\$68,440.00	\$0.00	\$68,440.00
1613	03-Jul-08 Hazmat Aidnch 1 Chem Library	FIRE	3	\$15,250.00	\$5,083.33	\$5,083.33	\$5,083.34
1646	07-Jul-08 Unit #321 - 08 CHEV SUBURB	FIRE	3	\$57,041.29	\$22,816.52	\$11,408.26	\$22,816.52
1699	17-Dec-08 FIRE RECORDS MGMT SYSTEM	FIRE	8	\$157,325.00	\$62,930.00	\$31,465.00	\$62,930.00
1743	25-Jun-09 UNIT #300 2009 FORD EXPLORER	FIRE	8	\$28,599.15	\$28,599.15	\$0.00	\$0.00
1744	25-Jun-09 UNIT #306 2009 FORD EXPLORER	FIRE	8	\$27,548.84	\$11,019.94	\$5,509.96	\$11,019.94
1745	25-Jun-09 UNIT #350 2009 FORD EXPLORER	FIRE	8	\$28,201.65	\$11,280.68	\$5,640.33	\$11,280.66
1756	03-Sep-09 2009 FORDBRAUN E-450 AMBULANC	FIRE	6	\$177,166.90	\$68,583.45	\$0.00	\$68,583.45
1761	16-Sep-09 CAPNOGRAPH #1	FIRE	10	\$18,027.81	\$7,211.12	\$3,605.57	\$7,211.12
1762	16-Sep-09 CAPNOGRAPH#2	FIRE	10	\$18,027.81	\$7,211.12	\$3,605.57	\$7,211.12
1773	04-Nov-09 OPTICOM UPGRADE/INSTALL	FIRE	5	\$15,500.00	\$7,750.00	\$0.00	\$7,750.00
1824	07-Apr-10 ELECTRIC COT	FIRE	5	\$11,517.60	\$4,607.04	\$2,303.52	\$4,607.04
1830	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #1	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1831	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #2	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1832	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #3	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1833	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #4	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1834	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #5	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1835	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #6	FIRE	5	\$25,616.47	\$10,247.39	\$5,123.69	\$10,247.39
1836	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #7	FIRE	5	\$25,616.46	\$10,247.38	\$5,123.69	\$10,247.38
1837	13-May-10 LIFEPAK 15 MONITOR &DEFIBRILLATOR #8	FIRE	5	\$25,618.46	\$10,247.38	\$5,123.69	\$10,247.38
1844	19-May-10 KIP COLOR COPIER	FIRE	5	\$3,147.70	\$1,259.08	\$629.54	\$1,259.08
1858	29-Jun-10 PORTACOUNT PRO & RESPIRATOR FIT TESTER	FIRE	5	\$12,075.00	\$12,075.00	\$0.00	\$0.00
1877	15-Sep-10 UNIT 370 2011 FORD TRUCK	FIRE	5	\$29,648.46	\$11,859.38	\$5,929.69	\$11,859.38
1887	30-Sep-10 FIRE STATION #11 ADDITION	FIRE	20	\$330,815.15	\$330,815.15	\$0.00	\$0.00
1893	03-Nov-10 UNIT 309 2011 FORD TRUCK	FIRE	3	\$23,995.07	\$9,598.03	\$4,799.01	\$9,598.03
1894	03-Nov-10 UNIT 307 2011 FORD TRUCK	FIRE	3	\$30,660.11	\$12,264.04	\$6,132.02	\$12,264.04
1843	11-May-11 UNIT 370 LIGHTS	FIRE	3	\$5,520.20	\$2,208.08	\$1,104.04	\$2,208.08
1944	04-May-11 TELECONFERENCING EQUIPMENT	FIRE	5	\$99,694.18	\$39,877.67	\$19,938.84	\$39,877.67
1945	30-Dec-11 MDT UNIT 315	FIRE	5	\$6,660.96	\$2,744.39	\$1,372.20	\$2,744.39
1946	30-Dec-11 MDT UNIT 335	FIRE	3	\$6,662.42	\$2,744.97	\$1,372.48	\$2,744.97
1947	30-Dec-11 MDT UNIT 332	FIRE	3	\$6,662.42	\$2,744.97	\$1,372.48	\$2,744.97
1948	30-Dec-11 MDT UNIT 334	FIRE	3	\$6,271.27	\$2,508.51	\$1,254.25	\$2,508.51
1949	30-Dec-11 MDT UNIT 316	FIRE	3	\$6,034.27	\$2,413.71	\$1,206.85	\$2,413.71
1950	30-Dec-11 MDT UNIT 328	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1951	30-Dec-11 MDT UNIT 336	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1952	30-Dec-11 MDT UNIT 346	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1953	30-Dec-11 MDT UNIT 356	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1954	30-Dec-11 MDT UNIT 367	FIRE	3	\$6,034.28	\$2,413.71	\$1,206.86	\$2,413.71
1955	30-Dec-11 MDT UNIT 370	FIRE	3	\$6,252.93	\$2,501.17	\$1,250.59	\$2,501.17
1956	07-Dec-11 OPTICOM AT ARAPAHOE & FOREST	FIRE	5	\$7,455.00	\$3,727.50	\$0.00	\$3,727.50
2024	31-Dec-12 STATION 16 FURNACE #2	FIRE	10	\$8,606.60	\$2,869.60	\$2,869.60	\$2,869.60

2025	31-Dec-12 STATION 16 FURNACE #3	Fire	10	\$8,608.80	\$2,869.60	\$2,869.60	\$2,869.60
2074	05-Jun-12 UNIT 313 MDT	Fire	3	\$7,012.30	\$2,103.69	\$2,103.69	\$2,804.92
2075	05-Jun-12 UNIT 364 MDT	Fire	3	\$7,012.30	\$2,103.69	\$2,103.69	\$2,804.92
2076	25-Apr-12 UNIT 353MEDIC 13 MDT	Fire	3	\$6,867.89	\$2,060.37	\$2,060.37	\$2,747.15
2077	25-Apr-12 UNIT 353MEDIC 17 MDT	Fire	3	\$6,867.89	\$2,060.37	\$2,060.37	\$2,747.15
2078	25-Apr-12 UNIT 373MEDIC 17 MDT	Fire	3	\$6,867.89	\$2,060.36	\$2,060.36	\$2,747.16
2079	20-Dec-12 UNIT 372BRUSH 17 MDT	Fire	3	\$5,095.46	\$1,528.64	\$1,528.64	\$2,038.18
2080	20-Dec-12 UNIT 381BRUSH 18 MDT	Fire	3	\$5,095.46	\$1,528.64	\$1,528.64	\$2,038.18
2081	20-Dec-12 UNIT 363DIVE 16 MDT	Fire	3	\$5,763.66	\$1,729.10	\$1,729.10	\$2,305.46
2082	20-Dec-12 UNIT 397HAZMAT 17 MDT	Fire	3	\$5,413.67	\$1,624.10	\$1,624.10	\$2,165.47
2087	21-May-13 STATION 16 KITCHEN REMODEL	Fire	10	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2099	16-Mar-13 2012 PIERCE DASH COMPRESSED FOAM PUMPER - ENGINE 11	Fire	10	\$596,220.96	\$298,115.48	\$0.00	\$298,115.48
2100	31-May-13 2012 INTERNATIONAL TERRASTAR-BRAUN	Fire	10	\$270,052.92	\$135,026.46	\$0.00	\$135,026.46
2101	03-Sep-13 2013 CHEVROLET TAHOE - UNIT 510	Fire	3	\$36,939.56	\$11,081.67	\$11,081.67	\$14,775.82
2156	20-Feb-13 BASE RADIO 1	Fire	3	\$5,017.95	\$1,505.39	\$1,505.39	\$2,007.17
2159	20-Feb-13 BASE RADIO 2	Fire	3	\$5,017.95	\$1,505.39	\$1,505.39	\$2,007.17
2173	23-Dec-13 THERMAL IMAGING CAMERA	Fire	3	\$6,000.00	\$1,800.00	\$1,800.00	\$2,400.00
2186	04-Dec-13 MDTs FRONT LINE VEHICLES	Fire	3	\$28,152.36	\$8,445.71	\$8,445.71	\$2,400.00
2187	03-Apr-14 STATION #12 CONCRETE	Fire	20	\$14,181.68	\$4,254.56	\$0.00	\$0.00
2188	01-May-14 UNIT 341 - 2014 FORD INTERCEPTOR	Fire	3	\$36,849.23	\$11,054.76	\$11,054.77	\$14,739.70
2189	01-May-14 UNIT 391 - 2014 FORD INTERCEPTOR	Fire	3	\$36,371.75	\$10,911.53	\$10,911.52	\$14,548.70
2190	01-May-14 UNIT 305 - 2014 FORD INTERCEPTOR	Fire	3	\$35,944.27	\$10,783.28	\$10,783.28	\$14,377.71
2191	01-Nov-14 FIRE ENGINE #15	Fire	10	\$627,026.36	\$313,513.18	\$0.00	\$313,513.16
2192	22-Oct-14 TREADMILL	Fire	3	\$5,795.53	\$1,738.66	\$1,738.66	\$2,318.21
2193	12-Nov-14 SELF CONTAINED BREATHING APPARATUS	Fire	3	\$5,795.52	\$1,738.66	\$1,738.66	\$2,318.20
2194	31-Oct-14 COMMUNICATIONS RADIOS	Fire	10	\$699,850.00	\$209,955.00	\$209,955.00	\$279,940.00
2250	30-Mar-14 MDTs FRONT LINE VEHICLES	Fire	10	\$297,308.30	\$86,192.49	\$86,192.49	\$118,923.32
2251	02-May-14 UNIT 331 - 2014 FORD INTERCEPTOR	Fire	3	\$17,587.96	\$5,276.39	\$5,276.39	\$7,035.18
2252	22-Aug-14 ELECTRIC PRAM #1	EMT	3	\$36,403.60	\$10,921.08	\$10,921.08	\$14,561.44
2253	22-Aug-14 ELECTRIC PRAM #2	EMT	5	\$13,952.31	\$4,185.70	\$4,185.69	\$5,580.92
2254	22-Aug-14 ELECTRIC PRAM #3	EMT	5	\$13,952.30	\$4,185.69	\$4,185.69	\$5,580.92
2294	22-Aug-14 ELECTRIC PRAM #4	EMT	5	\$13,952.30	\$4,185.69	\$4,185.69	\$5,580.92
	30-Mar-14 RMS LAPTOPS	EMT	3	\$16,956.20	\$5,086.86	\$5,086.86	\$6,782.48
	04-Sep-15 COMPRESSOR AT IMTC	Fire	5	\$49,846.00	\$24,923.00	\$0.00	\$24,923.00
	07-Jul-15 MDTs FRONT LINE VEHICLES	Fire	3	\$33,252.50	\$9,975.75	\$9,975.75	\$13,301.00
	04-Dec-15 RMS LAPTOP REPLACEMENT	Fire	3	\$23,506.00	\$7,051.80	\$7,051.80	\$9,402.40
	10-Aug-15 2015 PIERCE VELOCITY FIRE ENGINE	Fire	10	\$947,700.62	\$473,850.31	\$0.00	\$473,850.31
	01-Jun-15 2014 BRAUN DODGE CHIEF XL - MEDIC	Fire	10	\$260,675.64	\$130,337.82	\$0.00	\$130,337.82
	21-Aug-15 UNIT 322 - 2016 FORD EXPEDITION	Fire	3	\$71,852.02	\$21,555.61	\$21,555.61	\$28,740.61
	11-Sep-15 UNIT 311 - 2015 FORD F-150 4x4	Fire	3	\$46,563.00	\$13,974.90	\$13,974.90	\$18,633.20
	11-Sep-15 UNIT 318 - 2015 FORD F-150 4x4	Fire	3	\$46,778.00	\$14,033.40	\$14,033.40	\$18,711.20
	17-Sep-15 UNIT 323 - 2015 FORD F-150 4x4	Fire	3	\$92,803.38	\$24,841.01	\$24,841.02	\$33,121.35
	17-Sep-15 UNIT 324 - 2015 FORD F-150 4x4	Fire	3	\$83,253.38	\$24,976.01	\$24,976.01	\$33,301.98
	08-Apr-15 SCBA REPLACEMENTS	Fire	5	\$106,600.09	\$31,960.03	\$31,960.03	\$42,640.03
	01-Feb-15 SCBA FILLING STATION #1	Fire	5	\$9,319.00	\$0.00	\$0.00	\$0.00
	01-Feb-15 SCBA FILLING STATION #2	Fire	5	\$9,319.00	\$0.00	\$0.00	\$0.00
	07-Oct-15 OPTICOM INSTALLATIONS	Fire	5	\$4,134.09	\$2,067.05	\$0.00	\$2,067.05
	30-Jan-15 LUCAS MACHINE #1	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #2	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #3	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #4	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #5	Fire	5	\$10,206.53	\$3,061.96	\$3,061.96	\$4,082.61
	30-Jan-15 LUCAS MACHINE #6	Fire	5	\$10,206.53	\$3,061.96	\$3,061.95	\$4,082.62
	30-Jan-15 LUCAS MACHINE #7	Fire	5	\$10,206.52	\$3,061.95	\$3,061.96	\$4,082.61
	01-Jan-15 FIRE COMM RADIOS	Fire	3	\$15,326.85	\$4,598.06	\$4,598.06	\$6,130.73
	11-Jun-15 LIFEPAK - 50% GRANT FUNDED	EMT	5	\$31,757.75	\$9,527.33	\$9,527.33	\$12,703.10
	15-Dec-15 FIRSTWATCH SOFTWARE	EMT	5	\$46,500.00	\$13,950.00	\$13,950.00	\$18,600.00
	15-Aug-16 FIRE STATION #19	Fire	50	\$2,629,629.08	\$2,629,629.08	\$0.00	\$0.00
	08-May-16 BURN BUILDING PROP (SHIPPING CONTAINERS)	Fire	20	\$119,287.15	\$119,287.15	\$0.00	\$0.00
	28-Oct-16 ACCESS CONTROL SYSTEM @ STATION 19	Fire	5	\$11,698.52	\$11,698.52	\$0.00	\$0.00
	10-Aug-16 STATION 19 OPTICOM	Fire	5	\$13,525.00	\$13,525.00	\$0.00	\$0.00
	15-Aug-16 STATION 19 APPLIANCES	Fire	5	\$15,761.48	\$15,761.48	\$0.00	\$0.00
	15-Aug-16 STATION 19 FURNITURE	Fire	5	\$11,966.34	\$11,966.34	\$0.00	\$0.00
	15-Aug-16 STATION 19 FITNESS EQUIPMENT	Fire	5	\$18,535.41	\$18,535.41	\$0.00	\$0.00
	11-Mar-16 2016 FIRE RADIO REPLACEMENT	Fire	8	\$777,670.82	\$233,301.25	\$233,301.25	\$311,068.32
	30-Mar-16 MDT FOR CHIEF VEHICLE #1	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07
	30-Mar-16 MDT FOR CHIEF VEHICLE #2	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07
	30-Mar-16 MDT FOR CHIEF VEHICLE #3	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07
	30-Mar-16 MDT FOR CHIEF VEHICLE #4	Fire	3	\$6,902.69	\$2,070.81	\$2,070.81	\$2,761.07

2415	30-Mar-16 MDT FOR CHIEF VEHICLE #5	Fire	3	\$6,902.68	\$2,070.80	\$2,070.81	\$2,761.07
2416	30-Mar-16 UNIT 340 - 2015 FORD F150 4X4	Fire	8	\$43,165.30	\$12,949.59	\$12,949.59	\$17,286.12
2417	20-Dec-16 1998 PIERCE LADDER TRUCK	Fire	5	\$81,853.03	\$81,853.03	\$0.00	\$0.00
2418	06-Dec-16 MEDIC #1 W/COT LIFT SYSTEM	Fire	10	\$310,327.62	\$155,163.81	\$0.00	\$155,163.81
2419	30-Mar-16 THERMAL IMAGING CAMERA W/CHARGER #1	Fire	5	\$5,461.60	\$1,638.48	\$1,638.48	\$2,184.64
2420	30-Mar-16 THERMAL IMAGING CAMERA W/CHARGER #2	Fire	5	\$5,461.60	\$1,638.48	\$1,638.48	\$2,184.64
2421	30-Mar-16 THERMAL IMAGING CAMERA W/CHARGER #3	Fire	5	\$5,461.60	\$1,638.48	\$1,638.48	\$2,184.64
2422	29-Jan-16 LIFEPAK 15 MONITOR/DEFIBRILLATOR	Fire	5	\$26,642.20	\$7,992.66	\$7,992.66	\$10,656.88
2423	29-Jan-16 LIFEPAK 15 MONITOR/DEFIBRILLATOR	Fire	5	\$26,642.20	\$7,992.66	\$7,992.66	\$10,656.88
2424	29-Jan-16 LIFEPAK 15 MONITOR/DEFIBRILLATOR	Fire	5	\$26,642.20	\$7,992.66	\$7,992.66	\$10,656.88
2425	29-Jan-16 LUCAS MACHINE	Fire	5	\$15,350.67	\$4,605.20	\$4,605.20	\$6,140.27
2426	12-May-16 DIVE TEAM JET SKI 2016 SEA-DOO 611130	Fire	5	\$10,447.57	\$10,447.57	\$0.00	\$0.00
2427	30-Aug-16 COT LIFT SYSTEM FOR MEDIC #13 UNIT 334	Fire	5	\$23,857.84	\$11,928.92	\$0.00	\$11,928.92
2428	15-Aug-16 STATION 19 LANDSCAPE	Fire	20	\$25,231.63	\$25,231.63	\$0.00	\$0.00
2429	28-Oct-16 MDT REPLACEMENT	Fire	3	\$45,650.94	\$13,695.28	\$13,695.28	\$18,280.38
2430	30-Nov-16 RMS LAPTOP REPLACEMENT	Fire	3	\$21,740.00	\$6,522.00	\$6,522.00	\$8,696.00
2506	01-Jan-16 THERMAL IMAGING CAMERA FOR MEDICAL OFFICER VEHICLE	EMT	5	\$6,290.00	\$1,887.00	\$1,887.00	\$2,516.00
12/31/2016 Asset Lifting Totals				\$20,596,606.63	\$12,784,238.48	\$1,940,776.49	\$5,871,590.89