

**LAKE DILLON FIRE PROTECTION DISTRICT AND
COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT
PRE-INCLUSION AND FIRE AUTHORITY DISSOLUTION
INTERGOVERNMENTAL AGREEMENT**

THIS LAKE DILLON FIRE PROTECTION DISTRICT AND COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT PRE-INCLUSION AND FIRE AUTHORITY DISSOLUTION INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this 3rd day of April, 2020 ("**Effective Date**") by and between Lake Dillon Fire Protection District ("**Lake Dillon**") and Copper Mountain Consolidated Metropolitan District ("**Copper Mountain**"), both of which are political subdivisions of the State of Colorado ("**State**"), organized and operating pursuant to Article 1, Title 32, C.R.S. Lake Dillon and Copper Mountain are referred to collectively herein as the "**Parties**", or individually as a "**Party**".

RECITALS

WHEREAS, the Parties are both special districts located within Summit County, and are authorized to provide fire protection and emergency medical and rescue services, enforcement of fire codes, hazardous materials response, and other emergency services authorized by statute and commonly provided by fire protection districts organized and operated pursuant to Article 1, Title 32, C.R.S. (collectively, "**Emergency Services**");

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes political subdivisions of the State to make efficient and effective use of their powers and responsibilities by cooperating and contracting with one another;

WHEREAS, pursuant to the authority granted them by State law, effective October 10, 2017, the Parties entered into that certain Intergovernmental Agreement Establishing the Summit Fire & Emergency Medical Services Authority ("**Authority IGA**") establishing a separate political subdivision known as the Summit Fire & Emergency Medical Services Authority ("**Authority**") to provide the Emergency Services to the citizens and property within their joint jurisdiction and boundaries, and to perform the administrative, operational, and financial functions related thereto;

WHEREAS, the Authority's establishment has resulted in significant benefits to the Parties and their constituents, including, but not limited to, enhanced Emergency Services through integrated infrastructure, streamlined processes, access to additional resources, and uniformity in training, operations, and administration; however, creating the Authority has resulted in duplicative expenses and administrative time, such as the need to conduct three Board meetings per month, develop three budgets, retain three attorneys and three accountants, and conduct three audits;

WHEREAS, the Parties have carefully evaluated the options for providing sustainable, high quality, and cost-effective Emergency Services to the citizens and property within their communities, and have determined that the health, safety, and welfare of their respective citizens and their property will be best served by including the Copper Mountain area into Lake Dillon's jurisdiction so that a single fire protection district is responsible for providing Emergency Services within the area currently served by the Parties and the Authority. To accomplish this goal, and to establish the actions to be taken to seek voter approval to include the Copper Mountain area into Lake Dillon's jurisdiction, the Parties enter into this Agreement.

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

1. Pre-Inclusion Actions. The Parties intend for an integrated fire protection district (*i.e.*, Lake Dillon), to serve all areas currently served by the Parties and the Authority by including all territory currently within Copper Mountain's jurisdiction into Lake Dillon's jurisdiction (the "**Inclusion**") by election pursuant to C.R.S. § 32-1-401(2). The Parties further intend to reflect the broader geographic scope of the integrated fire protection district by changing Lake Dillon's name as provided herein. The Parties shall take the following actions to seek approval for the Inclusion at a coordinated election to be held on November 3, 2020, and thereafter to change Lake Dillon's name:

(a) Inclusion Actions.

(i) Initial Inclusion Resolution. On or before May 1, 2020, the Lake Dillon Board of Directors ("**Board**") will, pursuant to C.R.S. § 32-1-401(2)(a)(II), adopt a Resolution proposing the Inclusion and setting a date, time, and location for a public hearing to consider adoption of a Resolution Initiating Inclusion Election. Thereafter, Lake Dillon shall publish and mail to all addresses within the proposed Inclusion area notices as required by C.R.S. § 32-1-401(2)(b) and (3). Additionally, Lake Dillon will mail the notice to owners of property within the proposed Inclusion area whose addresses are outside the Inclusion area. Copper Mountain, by entering into this Agreement, consents pursuant to C.R.S. § 32-1-107(3)(b)(IV) to the overlapping of boundaries by Lake Dillon following a successful inclusion election by Lake Dillon.

(ii) Resolution Initiating Inclusion Election. On or before June 5, 2020, Lake Dillon shall conduct a public hearing and consider adoption of a Resolution Initiating Inclusion Election pursuant to C.R.S. § 32-1-401(2)(b). The Resolution Initiating Inclusion Election shall include as a condition of the Inclusion that if the voters approve the Inclusion, Copper Mountain shall reduce the maximum operational mill levy it can certify (including any prior voter approved mill levy adjustment such as a Gallagher adjustment) in 2020 for collection in 2021 and each year thereafter, by 9.055 mills; provided, however, that nothing herein shall preclude Copper Mountain from thereafter seeking voter approval to increase its operational mill levy.

(iii) Request Court Order for Inclusion Election. If Lake Dillon approves the Resolution Initiating Inclusion Election following the public hearing on or before June 5, 2020, it shall immediately file a motion requesting an Order from the Summit County District Court ("**District Court**") setting a November 3, 2020 coordinated election to seek voter approval of the Inclusion and approving the ballot question in substantially the form attached hereto as Exhibit A.

(iv) Copper Mountain Resolution Committing to Reduce Mill Levy. If Lake Dillon approves the Resolution Initiating Inclusion Election and files a motion requesting an Order from the District Court setting a November 3, 2020 coordinated election as provided in Section 1(a)(iii) above, then Copper Mountain shall, on or before August 14, 2020, consider adoption of a Resolution committing that, if the voters approve the Inclusion, Copper Mountain shall reduce the maximum operational mill levy it can certify (including any prior voter approved mill levy adjustment such as a Gallagher adjustment) in 2020 for collection in 2021, and each year thereafter, by 9.055 mills; provided, however, that nothing herein shall preclude Copper Mountain from thereafter seeking voter approval to increase its operational mill levy.

(v) Conduct of the Inclusion Election. Upon receipt of the Order setting a November 3, 2020 election from the District Court, Lake Dillon shall enter into an intergovernmental agreement with the Summit County Clerk & Recorder no later than August 25, 2020 (70 days prior to the election date) to participate in the coordinated election, and shall certify the ballot no later than September 4, 2020 (60 days prior to the election date). Lake Dillon shall take all actions necessary or appropriate to conduct the Inclusion election pursuant to the Uniform Election Code, the Colorado Local Government Election Code, and the Special District Act (collectively, "**Applicable Law**"). Lake Dillon shall be responsible to pay all costs of conducting the Inclusion election.

(vi) Court Order of Inclusion. If a majority of the voters approve the Inclusion, Lake Dillon shall immediately seek a final Order of Inclusion from the District Court and record and file the same as necessary to make the Order effective as required by Applicable Law.

(b) Name Change Actions.

(i) Board Resolution. If the voters approve the Inclusion, the Lake Dillon Board shall adopt a Resolution approving the change of its legal name to the Summit Fire & EMS Fire Protection District, which may do business as Summit Fire & EMS, Summit Fire Rescue, and/or SFE. The Lake Dillon Board shall adopt the Resolution at a public meeting held in November 2020, or as soon thereafter as may be practicable. Prior to adopting the Resolution, the Lake Dillon Board shall conduct a public hearing on the proposed change of name and shall publish a notice of the public hearing at which the change of name shall be considered by the Lake Dillon Board.

(ii) Court Petition. As soon as practicable after adopting the Resolution approving the change of its legal name, Lake Dillon shall file with the District Court a Petition for Change of Name, changing its legal name to the Summit Fire & EMS Fire Protection District, which may do business as Summit Fire & EMS, Summit Fire Rescue, and/or SFE. Upon the issuance of an Order of Name Change by the District Court, Lake Dillon shall immediately record the Order with the Summit County Clerk and Recorder's Office ("**Clerk & Recorder**"). The Parties recognize that, depending on when the District Court issues the Order of Name Change and when the Order is recorded with the Clerk & Recorder, some of the actions to be taken by Lake Dillon under this Agreement may be taken after Lake Dillon's name is changed to Summit Fire & EMS Fire Protection District. However, for clarity, this Agreement will refer to Lake Dillon.

2. Amendment and Termination of the Authority IGA.

(a) Amendment of Authority IGA. If the voters approve the Inclusion, and pursuant to Article XIII(4) of the Authority IGA, this Agreement shall constitute a written amendment to the Authority IGA. All Authority IGA provisions that are inconsistent or in conflict with this Agreement, including, but not limited to, all provisions relating to termination of the Authority IGA and distribution of Authority assets, are hereby deleted or modified, as appropriate, to conform the Authority IGA to the purpose and provisions of this Agreement, it being the Parties' express intent that this Agreement shall supersede and replace the Authority IGA to the extent that the Authority IGA is inconsistent or in conflict with this Agreement.

(b) Termination of Authority IGA and Authority. Unless otherwise mutually agreed by the Parties, upon a determination that (i) all of Copper Mountain's and the Authority's assets and personnel have been transferred, leased, or subleased to Lake Dillon as provided in this Agreement, (ii) Lake Dillon has agreed to assume all of the Authority's liabilities unless otherwise mutually agreed by

the Parties, (iii) Copper Mountain's obligations to the Authority have been discharged, (iv) Lake Dillon has agreed to perform all of the Authority's Emergency Services functions and responsibilities, and (v) no Authority affairs remain outstanding, the Authority Board shall adopt a Resolution declaring that: (vi) all Authority assets and personnel have been transferred to Lake Dillon; (vii) no Authority affairs, debts, or other liabilities remain outstanding; and (viii) the Authority IGA is terminated and the Authority is dissolved. Unless otherwise specified in the Resolution, the Authority IGA shall terminate and the Authority shall be dissolved for all purposes on the date the Authority Board adopts the Resolution, with no further action required by the Parties or either of them.

(c) Failure of Inclusion; Continuation of Authority. Notwithstanding any provision of this Agreement to the contrary, it is the Parties' express intent that if a majority of the voters voting at the November 3, 2020 Inclusion election do not approve the Inclusion and this Agreement terminates as provided in Section 5(b)(ii) below, then the Authority IGA shall continue in full force and effect, unamended by this Agreement, and the Authority shall continue to perform the administrative, operational, financial, and Emergency Services functions of the Parties pursuant to the terms of the Authority IGA.

3. Provision and Funding of Emergency Services After Inclusion.

(a) Lake Dillon To Provide Emergency Services. If the voters approve the Inclusion, and immediately upon completion of the transfer of Copper Mountain and Authority assets and personnel pursuant to Section 4 below, Lake Dillon will provide Emergency Services to all areas within Copper Mountain's jurisdiction and any areas outside of Copper Mountain's jurisdiction served by Copper Mountain by contract or agreement assigned to Lake Dillon pursuant to this paragraph 3(a). Lake Dillon shall provide the same or better level of service within Copper Mountain and any surrounding areas it serves as Lake Dillon provides to the other comparable areas within Lake Dillon's jurisdiction. As soon as reasonably practicable after Lake Dillon adopts the Resolution Initiating Inclusion Election, and prior to the dissolution of the Authority pursuant to Section 2(b) above, the Parties and the Authority shall jointly evaluate all contracts and agreements that Copper Mountain and/or the Authority have entered into with any private or governmental entity or person. The Parties and the Authority shall take such reasonable actions as are necessary and appropriate to substitute Lake Dillon for Copper Mountain or the Authority, as applicable, on contracts or agreements that will be continued, and to terminate the contracts or agreements, if any, the Parties mutually determine should be terminated.

(b) Copper Mountain Financial Contribution. Copper Mountain shall pay \$1.2 million to Lake Dillon in each of fiscal years 2021 and 2022 ("*Copper Mountain Contribution*"), which Copper Mountain Contribution shall be paid in equal installments on the last day of February, May, and August of the applicable payment year(s); except that:

(i) If the mill levy increase to be sought by Lake Dillon in November 2021 pursuant to Section 3(c) below is approved by the voters, then Copper Mountain shall not make the Copper Mountain Contribution in fiscal year 2022; and

(ii) If the mill levy increase to be sought by Lake Dillon in November 2021 pursuant to Section 3(c) below is not approved by the voters, then the Copper Mountain Contribution to be made in fiscal year 2022 shall be increased by a percentage equal to the Consumer Price Index, U.S. Department of Labor, Bureau of Labor Statistics, all Urban Consumers, all items, Denver/Aurora/Lakewood Urban (1982-84, equals 100), or the successor of that Index, as projected by the Colorado Office for State Planning and budgeting as of September 30, 2021.

(c) Lake Dillon shall seek voter approval of a mill levy increase at the November 2021 coordinated election, and if such increase is not approved by the voters, then Lake Dillon shall seek voter approval of the mill levy increase at the May 2022 regular election, and if such mill levy increase is not approved by the voters, then Lake Dillon shall seek voter approval of the mill levy increase at the November 2022 coordinated election. If such mill levy increase is not approved by the voters at any of the elections conducted in November 2021, May 2022, or November 2022, then the Parties shall meet in good faith to discuss continuation of the Copper Mountain Contribution for additional years, a reduction in Lake Dillon Emergency Services, or both, or such other alternative, if any, as the Parties mutually agree is reasonable under the circumstances.

(d) The Parties shall work cooperatively and, as necessary, with the Red White & Blue Fire Protection District and the Summit County Fire Protection Authority d/b/a High Country Training Center ("*Training Center*"), to take such actions and execute such documents as may be necessary to:

(i) Withdraw Copper Mountain from the Agreement Establishing the Summit County Fire Protection Authority dated January 1, 2009, and assign Copper Mountain's interest in the Joint Training Facility Agreement dated July 11, 1996 to Lake Dillon. Together, such agreements are referred to herein as the "*Training Center Agreements*";

(ii) Provide that Copper Mountain is released from, and Lake Dillon shall assume, all of Copper Mountain's rights, duties, obligations, and liabilities arising under the Training Center Agreements arising after the date of Copper Mountain's withdrawal from such Agreements ("*Withdrawal Date*"); provided that Lake Dillon shall not assume any liability arising after the date of Copper Mountain's withdrawal from such Agreements that is based upon the act or omissions of Copper Mountain or its Directors, officers, employees, volunteers, or agents prior to the date of such withdrawal; and

(iii) Provide for the transfer or assignment to Lake Dillon of all of Copper Mountain's legal and equitable title and interest in and to any real or personal property held by the Training Center as of the Withdrawal Date.

4. Transfer of Assets.

(a) Copper Mountain Assets. Upon the recording of the Order of Inclusion, Copper Mountain shall transfer its Emergency Services real and personal property to Lake Dillon as provided in this Section 4(a).

(i) Fire Station 1. Prior to January 1, 2021, or as soon thereafter as is reasonably practicable, Copper Mountain and the Authority shall terminate that certain Fire Station Lease Agreement between them dated January 1, 2018, and Copper Mountain shall lease to Lake Dillon such portions of Copper Mountain's Station 1, located at 477 Copper Road, Copper Mountain, CO 80443, as the Parties shall mutually agree. Such lease shall be for a period of 20 years at a rate of \$1.00 per year. The Parties shall enter into a mutually acceptable Fire Station Lease Agreement, which shall give each Party the right to terminate such lease at any time and for any business reason upon one year prior written notice to the other Party; provided, however, that if Copper Mountain terminates the Fire Station Lease Agreement, it must offer Lake Dillon comparable alternative fire station space at the same rental rate for a term of 5 years following the date of termination; and provided further, that Lake Dillon shall not have

the right to terminate the Lease Agreement without Copper Mountain's mutual agreement if Station 1 is the only station within Copper Mountain's jurisdictional boundaries from which Lake Dillon provides Emergency Services. The Parties may, at any time upon their mutual agreement, determine to terminate the Lease Agreement and provide for an alternative ownership, lease, or other use arrangement for Station 1.

(ii) Copper Mountain Personal Property. Prior to January 1, 2021, or as soon thereafter as is reasonably practicable, the Copper Mountain Board shall take all actions necessary or appropriate to transfer to Lake Dillon, Copper Mountain's legal and equitable title and interest in and to the Copper Mountain Emergency Services personal property itemized on the attached Exhibit B. Such personal property shall be transferred free and clear of any and all liens and encumbrances and shall be transferred in "as-is, where-is" condition and accomplished by a bill of sale.

Prior to January 1, 2021, or as soon thereafter as is reasonably practicable, and subject to the consent of the appropriate lender or other third party(ies), the Copper Mountain Board shall take all actions necessary or appropriate to lease or sublease to Lake Dillon the Copper Mountain Emergency Services personal property itemized on the attached Exhibit C, which is subject to a third-party lien, encumbrance, or other debt obligation that shall remain the responsibility of Copper Mountain. Subject to the consent of the appropriate lender or other third party(ies), Copper Mountain shall lease or sublease such personal property Lake Dillon until such time as the lien, encumbrance, or debt obligation is satisfied in full and all of Copper Mountain's legal and equitable title and interest in and to such personal property can be transferred to Lake Dillon free and clear in the manner provided above for the personal property identified on Exhibit C. Copper Mountain and Lake Dillon shall cooperate to obtain the consent of any lender or third party that is necessary to lease or sublease such Copper Mountain personal property to Lake Dillon as provided herein.

(b) Authority Assets and Personnel. Upon the recording of the Order of Inclusion, the Authority shall transfer its Emergency Services personal property and personnel to Lake Dillon as provided in this Section 2(b).

(i) Authority Personal Property. Prior to January 1, 2021, or as soon thereafter as is reasonably practicable, the Authority Board shall take all actions necessary or appropriate to transfer to Lake Dillon all of the Authority's legal and equitable title and interest in and to any Authority personal property then used by it to provide Emergency Services, free and clear of all liens and encumbrances. Authority personal property includes, but is not limited to, equipment, machinery, tools, furniture, appliances, supplies, plans, intangible personal property, cash accounts, accounts receivable, and all other tangible and intangible assets of any type and nature whatsoever used by the Authority to provide Emergency Services. The transfer of personal property shall be transferred in "as-is, where-is" condition and accomplished by an omnibus bills of sale.

(ii) Authority Personnel. On or about December 11, 2020, the Authority, together with Lake Dillon, shall issue a written notice of transfer of employment to the Authority's Emergency Services employees ("**Notice of Transfer**"). The Notice of Transfer shall provide that such employee's employment will be transferred to Lake Dillon, and will terminate with the Authority, automatically on January 1, 2021. The Notice of Transfer shall further state that the employee's initial rank, seniority, compensation, and benefits shall be the same as or greater than that received by the employee as an Authority employee immediately prior to January 1, 2021, and that all unused paid leaves accrued by such employees shall be transferred to Lake Dillon in the amounts and for the purposes accrued. Lake Dillon and the Authority shall work cooperatively to execute such documents as necessary

and appropriate to accomplish the transfer of the Authority's Emergency Services employees and all related pension, retirement, and other benefit programs to Lake Dillon. Following completion of the transfer of the Emergency Services employees, such employees shall be "at will" employees of Lake Dillon, and Lake Dillon shall be solely responsible for the employees' compensation and benefits, and all other terms and conditions of employment.

5. 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.

(i) Either Party may unilaterally terminate this Agreement for any or no reason upon written notice given to the other Party at any time prior to Lake Dillon's filing of a motion requesting an Order from the District Court pursuant to Section 1(a)(iii) above.

(ii) If the voters do not approve the Inclusion, this Agreement shall automatically terminate as of the date that the Official Abstract of Votes is issued by the Clerk & Recorder. If the voters approve the Inclusion, this Agreement shall automatically terminate as of the date that (A) all Copper Mountain and Authority assets and personnel have been transferred to Lake Dillon pursuant to Section 4 above; (B) the Authority Board has approved the Resolution provided pursuant to Section 2(b) above; and (C) Lake Dillon has begun providing Emergency Services to all areas within Copper Mountain's jurisdiction pursuant to Section 3 above; except that those provisions of this Agreement, specifically including Sections 3(a), 3(b), 3(c), and 4(a)(ii), that are intended to be performed from and after the date a final Order of Inclusion is entered by the District Court and recorded as provided in Section 1(a)(vi) shall survive termination of this Agreement and continue in full force and effect until satisfied.

(c) Payments Subject to Annual Appropriation. All payments due hereunder are subject to annual appropriation by the Party from which payment is due, and therefore shall not constitute multiple fiscal year financial obligations 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.

6. Miscellaneous

(a) Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their past and present directors, officers, employees and volunteers, under federal or State constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

(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 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 by one Party to the other pursuant to this Section

6(b). If sent by registered or certified mail, the notice shall be deemed given 72 hours after being placed in the US Mail.

(c) No-Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create 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, covenant, or conditions of this Agreement or their application shall be held invalid as to any person, corporation, or circumstance by a 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 written and signed document approved by formal authority of the Parties' Boards. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

(f) Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their successors and permitted assigns. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

(g) Governing Law and Jurisdiction. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Summit County, Colorado.

(h) Waiver of Breach. A Party's waiver of the other Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by either Party.

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

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

LAKE DILLON FIRE PROTECTION DISTRICT

DocuSigned by:
By: Jim Cox
0C2A6754020A40C...
Jim Cox, President

Date: 4/3/2020

Address: 0035 County Shops Road
Frisco, CO 80443

Attest: Mary Hartley
DocuSigned by:
B9EF924B04AE478...
Mary Hartley, Secretary

COPPER MOUNTAIN CONSOLIDATED
METROPOLITAN DISTRICT

DocuSigned by:
By: Thomas J. Malmgren
C92DD7B43D934C9...
Thomas J. Malmgren, President

Date: 4/3/2020

Address: 0477 Copper Mountain
Frisco, CO 80443

Attest: David H. Steele
DocuSigned by:
36C1DCEDB818402...
David H. Steele, Secretary

EXHIBIT A
Ballot Question

Shall the following described area become a part of the Lake Dillon Fire Protection District upon the following conditions?

Description of Area: All real property located within the boundaries of the Copper Mountain Consolidated Metropolitan District.

Summary of Conditions:

1. If the proposed inclusion is approved by a majority of the eligible electors, Copper Mountain Consolidated Metropolitan District shall reduce the maximum operational mill levy it can certify (including any prior voter-approved mill levy adjustments) by 9.055 mills for taxes assessed in 2020 and collected in 2021 and each year thereafter; provided, however, that nothing herein shall preclude Copper Mountain from thereafter seeking voter approval to increase its operational mill levy;
2. Unless approved by the voters in advance, and subject to prior voter-approved mill levy adjustments, the maximum property tax mill levy that may be imposed by Lake Dillon Fire Protection District is 9.055 mills, exclusive of refunds and abatements; and
3. The proposed inclusion is subject to the terms and conditions of the Lake Dillon Fire Protection District and Copper Mountain Consolidated Metropolitan District Pre-Inclusion and Fire Authority Dissolution Intergovernmental Agreement dated April 3, 2020.

For inclusion.....
Against inclusion.....

EXHIBIT B
Emergency Services Personal Property – Transfer

Assistant Chief Truck
2016 Ford F150 Supercrew
VIN# 1FTFW1EF0HKC07774

Wildland 1 Truck
2018 Type 6 Wildland Light Engine
VIN# 3C7WRNEL7JG270293

and the equipment and tools itemized on the following 10 pages.

Copper Mountain Fire Department

Engine 1 Inventory

Cab

Mounted VHF
Mounted 800
MDC
CMFD pre-plans
Leadville map book
Incident management workbook
Blue bag
 -ERG
 -NIOSH Hazmat book
 -Janes MCI book
 -Local maps
Binoculars
Garmin GPS 76csx
Kestrel 4000 S/N:573526
9v batteries
AA batteries
800 handheld charger
Plug in spot light
Structural triage tape
Incident task board
Raytek temperature laser
2 elevator key sets
Clip board with misc paperwork
TIC
Know box and keys
Pack tracker
3 box lights
3- SCBA's with Masks
4- Traffic Vests

Med Compartment

Spare O2 bottle
Body bag
OB kit
C-collar bag
KTD
Triage kit
Search tags
2nd IV kit
Medvault 2 narcs box
Laerdal suction unit
Contera O2 bag
Meret med bag

Copper Mountain Fire Department

Zoll E series monitor
Qrae gas monitor
Blankets
Stuffed cow
Medium CPAP
Sam splint
Restraints
Burn sheets
Trauma pad
M/L/XL gloves
Towel
Hand cleaner/sanitizer

Engineer Side 1st Compartment

4 mini road cones
Ear muffs
Container of fusee's
Pump chart
Scene tape
Work light
Yellow plastic multi-tool
Duct tape
Ziplock – spare gaskets
Adaptors for electrical
 -15 amp male twist to female 3 prong pigtail
 -15 amp female twist to male 3 prong pigtail
 -15 amp female twist to male 3 prong – 12 feet
 -15 amp male twist to female 3 prong – 2 feet
Craftsman tool kit
Engineer's pack with mask
Hydrant wrench
2 hose straps
6" female to female
3 – 2 ½" spanners
2 – 5" spanners
2 – 2 ½" caps
Master stream fog nozzle
Hose adapters
 2 – 1 ¾" double female
 2 – 2 ½" reducer
 3 – 2 ½" double male
 2 – 2 ½" double female
Nozzle – 1 ¾" fog with foam tip
2 ½" gated wye
2 ½" Siamese
5" storz to 6" female

Copper Mountain Fire Department

Foam bucket wrench
Pump chart & calculator
Foam educator 95 GPM
2 ½" to 5" storz Siamese
Foam bucket
Bucket with electrical cord
2 – Air hoses 25' each

Engineer Side 2nd Compartment

Paratech -

2 – 25" to 36" paratech strut
36" to 58" paratech strut
2 – 12" extensions
2 – 24" extensions
36" extension
3 – Paratech Tips for chain
1 – Paratech Pointy tip
3 – 12x12 base
1 – 6x6 base

Blue bag

-4 ratchet straps
-Set of chain keys with hook
-Set of chain keys
-Chain 12'

RIT bag

Old cylinder for air bags
Can of chains
19T Air bag
34T Air Bag
38T Air bag
32"x24" - ½" plywood

Engineer Side 3rd Compartment

5 – cones large
Air bag control kit
150' 1 ¾" high rise pack w/ smooth bore
50' 2 ½" high rise w/ gated wye & 2 spanners
Stop sign
Broom
Small bag w/ utility rope
8lb sledge
4' closet hook
Halligan
Flathead axe
Pick head axe
Plastic shovel

Copper Mountain Fire Department

Bolt cutters

2- Pulaski

1- McCloud

36" pry bar

k-tool

water can extinguisher

ABC extinguisher

Rear Compartment

TNT extrication power plant

Amkus Ran

TNT Cutters

TNT Spreaders

2 – Hydraulic hoses

Can – regular gas

Mineral hydraulic oil

Funnel

Officer Side 1st Compartment

4 – Rescue helmets

1 – Throw bag

2 – Mustang suits

4 – PFD's

1 – Edge rope protector

2 – Tarps

1 – Aztec set of fours

2 - 300' rescue rope

1 – 200' utility rope

CMC Rescue hardware bag

3 – seat harnesses

2 – Class 3 harnesses

Officer Side 2nd Compartment

Skill saw w/ extra blade (electric)

Dewalt Kit

- 20V Drill

- Sawzall

2 – dewalt batteries

dewalt charger

Blades for Sawzall

3 – 4"x6" cribbing

Copper Mountain Fire Department

Officer Side 3rd Compartment

TNT combo spreader/cutter (battery)
2 – batteries for combo spreader/cutter
Vent fan (electric)
Stihl chainsaw w/ saw kit pouch
Dolmar for chainsaw
Cribbing
Hazmat Cleanup Kit
Plug n' dike
10' extrication chain

Ladder Compartment

6' pike pole
8' pike pole
10' pike pole
Attic ladder
14' roof ladder
24' extension ladder

Top Well

Container of kitty litter
Stinger deck gun
Stinger monitor base
Stokes basket w/ harness
Long spine board
KED
Pediatric board
Hydrant bag
 2 – spanner wrenches
 -Rubber mallet
 -Hydrant wrench

4- Spare SCBA Bottles

Copper Mountain Fire Department

Truck 1 Inventory

Cab

VHF mounted radio
800 mounted radio
800 handheld radio
MDC mounted
CMFD Preplan Book
Spotlight
Niosh HazMat Guide
Elevator Key Ring
Sprinkler Head plug
Summit County Disaster Manual
RayTech inferred Thermometer
9V batteries
Binoculars
Vail Map Book
T1 Maintenance Book
Leadville Map Book
Clipboard with miscellaneous paperwork
Hazmat IQ Flipbook
MCI worksheet
ERG
Jane's MCI handbook
2- Flir TIC's
TIC spare battery
Openers: CMFD Garage, Lewis Ranch, Climbing wall, Climax
Summit Map Book
Yellow Command Board
Incident Management Worksheets
5- traffic vests
4- SCBA's with bottles
3- Streamlight Survivor 90* lights
Scott Packtracker

Med Compartment

MedVault Narc Box
Zoll E-series monitor
Meret Med Bag
S-Scor Suction Unit
Contera O2 Bag
Blankets
Stuffed animals
C-Collar bag
HazMat Kit
Sensit 4 Gas Monitor

Copper Mountain Fire Department

KED

KTD

Ped Board

Spare O2 cylinder

Canine CPR masks

Body Bag

OB Kit

Triage Kit

Spare IV roll

Trauma Pads

Burn Sheet

CPAP Masks

Rehab Box

Engineer's Compartment

Craftsman Tool Kit

2 – 25' Air hose

2- Rolls scene tape

Air Chuck

Ear Muffs

Portable Junction Box

2- 2.5 Spanners

2- 5" spanners

Sprinkler head plug

3- Hose straps

Foam Bucket Wrench

Pipe Wrench – Large

Pipe Wrench – Small

Traffic Vest

Electrical adaptors:

20 Amp male to 3 prong female

20 Amp male to dual 20 amp female

1 ¾ Fog Nozzle

2.5" ball valve

Duct tape

2.5" gated wye

1 ¾ - 7/8" smooth bore tip

Yellow plastic multitool

Flares

5" Siamese

Couplings:

3- 2.5" reducers

2- 1 ¾" double females

2- 2.5" double male

1- 2.5" double female

Copper Mountain Fire Department

Driver's Side 2nd Compartment

SKED

Blue Bag for Paratech

- 4 Ratchet Straps
- Large set of chain keys with hook

Can of chains for Paratech

Struts

- 35-58" strut
- 2 - 25-36" strut
- 12" extension
- 24" extension
- 36" extension

2- paratech tips for chains

Dark Blue Bag

- 3 - 12" x 12" feet
- 1 - 6" x 6" foot
- 2 - Sets chain keys

Driver's Side 3rd compartment

Utility Rope

K-Tool

Shovel

Bolt Cutters

Denver Tool

Sledge

Flathead Axe

Pickhead Axe

Haligan

Closet Hook

Broom

PryBar

Drivers Side 4th Compartment

2 - Mustang Suits

ABC Extinguisher

Water Can Extinguisher

Officer's Side 1st Compartment

Extension Cord

Copper Mountain Fire Department

Officers Side 2nd Compartment

Aztech set of 4's
2- 300ft Rescue Ropes
150' Utility Rope
4 – Class 3 harnesses
CMC Rope Rescue Hardware Bag

Officer Side 3rd Compartment

4- PFD's
2- throwbags
5- helmets
Arizona Vortex set

Officer Side 4th Compartment

Sthil Chainsaw 24"
Husqvarna K-Saw
Dulmar
Gas Can
3- K saw abrasive blades
Chainsaw Kit
Gas vent fan
Electric vent fan
Skill Saw
Dewalt Kit
 -Sawzall
 -20V Drill
 -2 batteries
 -Battery Charger
 -Sawzall Blades
 -Drill Bits

Officer Side 4th Compartment

Cribbing
Plug-N-Dike
HazMat bag

Rear Compartment

TNT Extrication power unit
TNT Cutter
TNT Spreader
Amkus Ram
B post chock

Copper Mountain Fire Department

2- step chocks
2- hydraulic hoses
10' extrication chain
Extrication tarp

Miscellaneous

4- spare SCBA cylinders

Ladders

-35' extension

-24' extension

-16' roof

-Folding Attic

Stokes Basket

2- Backboards

Scoop

Pike Poles

- 6'

2- 8'

-12'

5- Traffic cones

2- Wheel chokes

Front Bumper

Spanner wrench

Hydrant wrench

Rubber Mallet

EXHIBIT C

Emergency Services Personal Property – Lease/Sublease

Engine 1

2016 Sutphen Custom Pumper

VIN# 1S9A1BND3H3003016

Truck 1

2016 Sutphen Aerial Ladder LS175

VIN# 1S9A3LNE6G2003167