

RESOLUTION NO. 2049

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLDEN, APPROVING AN AGREEMENT BETWEEN THE
CITY OF GOLDEN AND COORSTEK INC FOR FIRE
PROTECTION SERVICES**

WHEREAS, the Golden Fire Department, in addition to fulfilling its duties to the citizens of Golden has the capability to provide fire protection and related services to those outside the city limits; and

WHEREAS, CoorsTek Inc. operates a facility known as the Clear Creek Valley Plant, ("CCVP") which is located just outside the City's boundaries and not within the service area of any fire protection entity; and

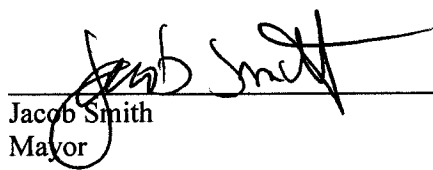
WHEREAS, CoorsTek Inc. desires and the City agrees to provide fire protection and related services to the CCVP facility; and

WHEREAS, the City will coordinate its services with other emergency providers such as the Fairmont Fire Protection District and the Adams-Jeffco Hazardous Response Authority all of which will serve to ensure the safety of not only the citizens of Golden but those in the immediate vicinity of the City.

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


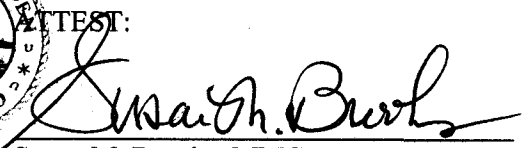
Section 1. The Agreement between the City of Golden and CoorsTek Inc. for Fire Protection Services is approved in substantially the same form as the copy attached hereto and made a part of this resolution with the Mayor being authorized to execute the Agreement on behalf of the City.

Adopted this 22nd day of April, 2010.



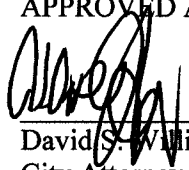
Jacob Smith
Mayor

TEST:

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



David S. Williamson
City Attorney

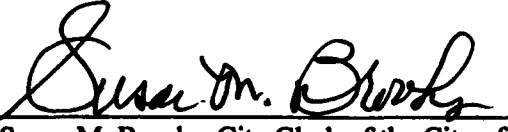
Resolution No. 2049

Page 2

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 22nd day of April, A.D., 2010.



ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado

FIRE PROTECTION SERVICES AGREEMENT

This Fire Protection Services Agreement is entered into this ____ day of April, 2010, by and between the City of Golden ("Golden"), a Colorado Home Rule Municipality, whose principal address is 911 10th Street, Golden, CO, 80401, and CoorsTek, Inc., a Delaware corporation, whose principal address is 16000 Table Mountain Pkwy., Golden, CO, 80403.

RECITALS

WHEREAS, CoorsTek owns or operates several facilities in and around Golden, Colorado, most of which are located within the boundaries of the City of Golden and furnished with fire protection services by Golden and/or Fairmount Fire Protection District ("Fairmount"); and

WHEREAS, CoorsTek operates one facility, commonly known as the Clear Creek Valley Plant ("CCVP") facility, which is located in close proximity to, but outside of the boundaries of the City of Golden and is not within Golden's or any other entity's fire protection district; and

WHEREAS, it is the desire of CoorsTek to procure, and Golden to supply, fire protection and related services for CoorsTek's CCVP facility; and

WHEREAS, CoorsTek and Golden agree that the services to be provided by Golden pursuant to this Agreement shall be provided by the Golden Fire Department ("GFD").

THEREFORE, for and in consideration of the promises and covenants herein, the parties agree as follows:

1.0 SCOPE OF SERVICES.

Golden shall, in coordination with Fairmount, provide the following services to the CCVP facility: fire fighting and emergency services apparatus and personnel for the purposes of extinguishing fires, responding to fire alarms and hazmat incidents, rescues, emergency medical services, non-transport emergency medical services, and post incident salvage and clean-up. If an incident warrants additional assistance Golden shall, in accordance with its Mutual and/or Automatic Aid Agreements, call in surrounding fire departments, fire protection districts and other emergency responders, including the Adams-Jeffco Hazardous Response Authority. In addition, GFD personnel shall provide annual basic first aid, CPR, AED and fire extinguisher training to personnel at CoorsTek's CCVP and 609 9th Street facilities. For the purposes of this Agreement, CoorsTek's CCVP facility is defined as set forth in Exhibit A, which is attached hereto and made a part of this Agreement.

2.0 COMPENSATION

2.1 In consideration of the services provided by Golden, CoorsTek shall pay an annual base fee of \$20,000, to be paid in equal quarterly payments due on the first day of each quarter. One-half (\$10,000) of the first year's payment shall be due upon execution of the Agreement. The annual base fee shall increase 10% for the year commencing January 1, 2011, and 3% per year commencing January 1, 2012.

2.2 In addition, CoorsTek shall pay Golden a supplemental use fee at the rate of \$1,000 per hour for each hour, or portion thereof, over five (5) hours, that Golden spends providing services for any individual incident. The maximum amount of any supplemental use fee shall be \$10,000 per incident and \$30,000 per year. Supplemental use fees shall be billed to CoorsTek within twenty (20) days of the provision of services with payment due within twenty (20) days of Golden's submittal of the bill to CoorsTek. All supplemental use fees shall increase at the rate of 2% per annum commencing on January 1, 2012.

2.3 Payments received twenty (20) days or more past the due date shall accrue interest at the rate of 1% per month until paid.

3.0 TERM

3.1 The Agreement shall be effective as of January 1, 2010 and remain in effect for five (5) years until December 31, 2014. CoorsTek may, at its option, continue the Agreement upon the same terms and conditions for two additional five-year terms. To exercise such option, CoorsTek shall provide written notice to Golden no later than ninety (90) days prior to expiration of any term.

3.2 Covenant to Bargain in Good Faith.

Golden acknowledges that CoorsTek may, upon the expiration of any term, or in anticipation of the expiration of any term, enter into or negotiate with other entities to provide for fire protection services. Additionally, Golden shall annually review all fees and consider amendment of same if CoorsTek advises it of a significant change in its use or the building footprint of CCVP, or if there is a significant change in the total amount of taxes paid by CoorsTek to the City of Golden from its facilities and operations within the boundaries of Golden which taxes are in part used to support the GFD.

Golden shall notify CoorsTek immediately if there is a significant decrease in its operational capacity which would impair its ability to provide the duties set forth in the Scope of Services.

4.0 INDEPENDENT CONTRACTOR

Golden is acting as an independent contractor and shall at all times control the means and manner by which it provides CoorsTek the fire protection services set forth in the Scope of Services. Golden shall be solely responsible for the compensation, benefits, supervision, control

and direction of its employees, servants, agents or subcontractors performing work under this Agreement. Other entities which may respond subject to Golden's Mutual and/or Automatic Aid Agreements, including for example, the Adams-Jeffco Hazardous Response Authority, shall also be deemed independent contractors. Nothing in this Agreement is intended to create a relationship, expressed or implied, of employer-employee or principal-agent or master-servant between CoorsTek and Golden or its employees, agents, servants, subcontractors. Golden shall not incur any expense or obligation or make any representations or warranties to third parties binding upon or in the name of CoorsTek or of any CoorsTek's subsidiaries or affiliates.

5.0 PRIORITY OF SERVICES

Golden agrees to provide CoorsTek the services specified herein in accordance with the same standards as Golden provides to CoorsTek facilities located within the City of Golden. Golden's response priorities shall be governed by Golden's determination of the welfare of those in danger and the protection of threatened property.

6.0 TERMINATION

Either party may terminate this Agreement at anytime, with or without cause, upon one hundred eighty (180) days written notice to the other party, such notice to be sent to the persons at the addresses in Section 7.0 of this Agreement. In the event of termination, Golden shall, within twenty (20) days of the effective date of termination return to CoorsTek, on a prorated basis, any monies previously paid by CoorsTek for the period of time in which services will not be provided. CoorsTek will pay any unpaid amounts owing to Golden for the period of time in which services are provided within twenty (20) days following termination.

6.1 Additional Conditions of Termination.

CoorsTek may, upon sixty (60) days prior written notice to Golden, terminate the Agreement at any time if CoorsTek's ground lease for its CCVP facilities terminates, or the real property containing the CCVP facilities is annexed into another subdivision, or included into any Title 32 Colorado Revised Statute special district that provides the property fire protection services.

7.0 NOTICES

All notices, amendments, time extensions, requests for changes, renewal and any other contractual correspondence, including exchange of signed copies of this Agreement, shall be directed to:

City of Golden
911- 10th Street
Golden, CO 80401

CoorsTek, Inc.
1600 Table Mountain Pkwy.
Golden, CO 80403

Attention: Mike C. Bestor
City Manager
Telephone: 303-384-8010

Attention: Dane Bartlett
General Counsel
Telephone: 303-271-7141

8.0 ASSIGNMENT AND SUBCONTRACTING

Golden shall not assign or subcontract any of its rights or obligations hereunder without the prior written consent of CoorsTek. In the event consent is properly given, the provisions of this Agreement, shall bind and benefit the parties hereto and their successors and assigns.

9.0 GOVERNING LAW AND VENUE

This Agreement shall be deemed to have been made and accepted in Jefferson County, Colorado, and the laws of the State of Colorado shall govern any interpretations or constructions of the Agreement, except as federal law may apply. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Jefferson County, Colorado, and each party submits to the jurisdiction of said courts and waives the right to change venue, except as federal law may apply.

10.0 AUTHORITY

Golden represents and warrants that it has the authority to enter into and perform under this Agreement and to make all representations, warranties and grants as set forth herein.

CoorsTek represents and warrants that it has the full authority to enter into and perform under this Agreement on behalf of itself and its companies, subsidiaries and affiliates, and to make all representations, warranties and grants as set forth herein.

11.0 WAIVER

The failure of either party in any one or more instance(s) to insist upon strict performance of any of the terms and conditions of the Agreement, or to exercise any right herein conferred, shall not be construed as a waiver or relinquishment of that right, or of the right to assert or rely upon the terms and conditions of this Agreement. Any express waiver shall be made in writing, be properly executed by the waiving party and shall be delivered as provided in Section 7.0.

12.0 GOVERNMENTAL IMMUNITY

The parties hereto understand and agree that Golden, its officers, officials and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended, or

otherwise available by law to Golden, its officers, officials or its employees.

13.0 SEVERABILITY

It is agreed that the invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any one or more of the other sections, paragraphs or provisions.

14.0 INTEGRATION OF UNDERSTANDING

This document contains the complete Agreement between the parties and shall, as of the effective date of this Agreement, supersede all agreements between the parties pertaining to the same subject matter. No waiver, modification or amendment of this Agreement or of any term or provision shall be valid unless in writing and executed by the parties hereof.

BY SIGNING BELOW, the parties hereto accept this Agreement.

COORSTEK, INC.

CITY OF GOLDEN

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ATTEST:

By: _____
Susan Brooks, City Clerk, MMC

APPROVED AS TO FORM:

David S. Williamson
City Attorney

COORSTEK

Amazing Solutions.

Corporate Headquarters

Darden K. Coors
Associate Counsel
(303) 277-4879
dkcoorst@coorstek.com

original to Susan
copies to Don Warr
Jo L. Bauer
ME (to give to
Din Angelo)

May 10, 2010

Mike Bestor, City Manager
City of Golden
911 10th St.
Golden, CO 80401

RE: Fire Protection Services Agreement between CoorsTek and the City of Golden

Dear Mr. Bestor:

Per the instructions in your letter dated April 28, 2010, we are enclosing one copy of the above-referenced document for your files.

Thank you very much for your assistance in this matter.

Sincerely,

Janis Hunter
for Darden K. Coors

Darden K. Coors

Enclosure

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This document contains the complete Agreement between the parties and shall, as of the effective date of this Agreement, supersede all agreements between the parties pertaining to the same subject matter. No waiver, modification or amendment of this Agreement or of any term or provision shall be valid unless in writing and executed by the parties hereof.

BY SIGNING BELOW, the parties hereto accept this Agreement.

COORSTEK, INC.

By [Signature]
Title VICE PRESIDENT
Date 5/7/2010

CITY OF GOLDEN

By [Signature]
Title MAYOR
Date 4/22/2010



By: [Signature]
Susan Brooks, City Clerk, MMC

APPROVED AS TO FORM:

[Signature]
David S. Williamson
City Attorney