

RESOLUTION NO. 2199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND THE FAIRMOUNT FIRE PROTECTION DISTRICT REGARDING FIRE PROTECTION SERVICES AND EMERGENCY SERVICES

WHEREAS, Golden operates a full service fire department and provides fire and emergency services within the City and in certain areas adjacent to the City; and

WHEREAS, Fairmount Fire Protection District provides fire protection and emergency services within its district and in certain areas adjacent to the district; and

WHEREAS, Golden, by Ordinance No. 1431, dated December 10, 1998, annexed certain properties commonly known as the Coors Technological Center/Wild Plum Farm Subdivision ("Coors Tech"); and

WHEREAS, Coors Tech was a part of the Fairmount Fire Protection District at the time of annexation and remains within the District. Accordingly, Coors Tech currently receives fire protection and emergency services from both Golden and Fairmount Fire Protection District; and

WHEREAS, Golden and Fairmount Fire Protection District recognize that the rising cost of fire protection and emergency services, combined with the terms of the annexation agreement are causing an increasing financial burden on the affected property owners; and

WHEREAS, the Miller-Coors Brewery and related facilities are roughly bordered by the City of Golden to the west, Fairmount Fire Protection District to the north, Fairmount Fire Protection District and West Metro Fire District to the east, and South Table Mountain to the south; and

WHEREAS, the Miller-Coors Brewery is and has not been located within the City of Golden, Fairmount Fire Protection District, or any other fire protection district; and

WHEREAS, by an Intergovernmental Agreement with an effective date of October 14, 2009, the Parties agreed pertaining to matters with respect to fire protection and emergency services pertaining to Coors Tech and the Brewery Property; and

WHEREAS, after the effective date of the 2009 IGA, the owner of the vast majority of the Brewery Property entered into an agreement with Fairmount Fire Protection District, pursuant to which the vast majority of the Brewery Property would be annexed into the Fairmount Fire Protection District in 2013. The agreement also provided for fire protection and emergency services from Fairmount Fire Protection District until the effective date of the annexation; and

WHEREAS, as a result of the impending annexation of the majority of the Brewery Property into the FFPD, the parties wish to terminate the 2009 IGA, settle any claims the parties may have against each other as a result of the 2009 IGA; and generally address the provision of fire protection and emergency services in the region; and

WHEREAS, both parties recognize that a challenging economy and their obligations to their taxpayers require a productive working relationship and an aggressive and continuing effort to achieve economies and improvements in their operations; and

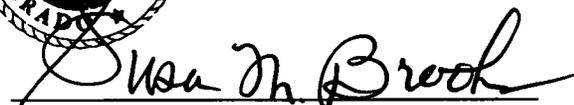
WHEREAS, the City of Golden and the Fairmount Fire Protection District wish to enter into an Intergovernmental Agreement.

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

The Intergovernmental Agreement between the City of Golden and the Fairmount Fire Protection District regarding the provision of fire protection and emergency services, is approved in substantially the form attached hereto and made part of this resolution. The Mayor of the City of Golden, Colorado is hereby authorized to sign the aforementioned intergovernmental agreement on behalf of the City.

Adopted the 14th day of June, 2012.




Susan M. Brooks, MMC
City Clerk


Marjorie R. Sloan
Mayor

APPROVED AS TO FORM:


David S. Williamson
City Attorney

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 rescheduled regular business meeting thereof held on the 14th day of June, A.D. 2012.



ATTEST:


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

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is entered into by and between the **City of Golden, Colorado**, a Colorado home rule municipality, ("Golden"), and the **Fairmount Fire Protection District**, a special district existing pursuant to the provisions of Title 32, Colorado Revised Statutes ("FFPD") on the last date written below. Golden and FFPD may be referenced collectively as "Parties."

RECITALS

- A. Golden operates a full service fire department and provides fire and emergency services within the City and in certain areas adjacent to the City.
- B. FFPD provides fire protection and emergency services within its district and in certain areas adjacent to the district.
- C. Golden, by Ordinance 1431, dated December 10, 1998, annexed certain properties commonly known as the Coors Technological Center/Wild Plum Farm Subdivision ("Coors Tech"), roughly bordered by Easley Road to the west, West 50th Ave., to the north, McIntyre Street to the east, and west 44th Ave., to the south, as shown on Exhibit A and more particularly described in Exhibit B.
- D. Coors Tech was a part of the FFPD at the time of annexation and remains within the FFPD. Accordingly, Coors Tech currently receives fire protection and emergency services from both Golden and FFPD.
- E. Golden and FFPD recognize that the rising cost of fire protection and emergency services, combined with the terms of the annexation agreement are causing an increasing financial burden on the affected property owners.
- F. The Miller-Coors Brewery and related facilities are roughly bordered by the City of Golden to the west, FFPD to the north, FFPD and West Metro Fire District to the east, and South Table Mountain to the south; and, with the exception of a small portion of the Miller-Coors Brewery located in the City of Golden, the east half (more or less) of the Miller-Coors property located in the FFPD, and a single parcel at the east end of the property located in the West Metro Fire Protection District, the Miller-Coors Brewery is and has not been located within the City of Golden, FFPD, or any other fire protection district. Such property is referenced herein as the "Brewery Property."
- G. By an Intergovernmental Agreement with an effective date of October 14, 2009, the Parties agreed pertaining to matters with respect to fire protection and emergency services pertaining to Coors Tech and the Brewery Property (the 2009 IGA).
- H. After the effective date of the 2009 IGA, the owner of the vast majority of the Brewery Property entered into an agreement with FFPD, pursuant to which the vast majority of the Brewery Property would be annexed into the FFPD in 2013. The agreement also provided for fire protection and emergency services from FFPD until the effective date of the annexation.
- I. As a result of the impending annexation of the majority of the Brewery Property into the FFPD, the parties wish to terminate the 2009 IGA, settle any claims the parties may have against each

other as a result of the 2009 IGA; and generally address the provision of fire protection and emergency services in the region.

- J. Both parties recognize that a challenging economy and their obligations to their taxpayers require a productive working relationship and an aggressive and continuing effort to achieve economies and improvements in their operations.

AGREEMENT

- 1. Termination of 2009 IGA. On or before June 30, 2012, FFPD will pay to Golden the sum of \$150,000. Upon payment of such sum, the parties agree that the 2009 IGA shall terminate and that the payment of such sum shall be a final settlement and compromise of all amounts payable by or to the Parties as a result of the 2009 IGA.
- 2. Equalization Payments. For calendar years 2012 through 2020, and subject to adjustment for changes in mill levies as provided in paragraph 3 below, FFPD will pay to Golden the following amounts as a means to equalize the tax and financial burden that has resulted from the Coors Tech property remaining in both the City of Golden and the FFPD:

YEAR	AMOUNT
2012	\$150,000
2013	\$170,000
2014	\$170,000
2015	\$190,000
2016	\$190,000
2017	\$210,000
2018	\$210,000
2019	\$230,000
2020	\$230,000

- a. The amounts shall be due and payable for each calendar year, on or before June 30 of the subsequent calendar year.

Revenue Adjustments.

- a. Commencing with the payment for calendar year 2013, the parties will adjust the amount of the payment provided for in paragraph 2 above for increases or decreases in the FFPD property tax revenue from the Coors Tech Center properties. If the increase or decrease in Coors Tech property tax revenue is greater than 10% for the immediate prior adjustment period, the amount payable to Golden pursuant to paragraph 2 shall be adjusted by the same percentage.
- b. A similar property valuation adjustment shall take place every two (2) years during the term of this agreement (i.e., in 2014, affecting the 2013 and 2014 payment, in 2016, affecting the 2015 and 2016 payment, etc.)

3. Exclusion of Coors Tech Property from FFPD. So long as all payments required under this Agreement are timely made by FFPD, during the term of this Agreement, Golden agrees that it will not file a petition for exclusion of the Coors Tech Properties from FFPD.
 - a. In the event that FFPD fails to timely make any payment required by this Agreement by reason of non-appropriation or otherwise, Golden shall be free to file such a exclusion petition. In the event of filing such a petition, FFPD agrees that it will not object to such exclusion
4. Term. The term of this Agreement shall run from the effective date of this Agreement through calendar year 2020, except that the payment due to Golden for calendar year 2020 shall be due and payable on or before May 15, 2021.
5. Cooperation and Provision of Fire and Emergency Services. The Parties pledge to each other to work cooperatively in the provision of fire protection services and emergency services within their respective jurisdictions. To this end, the Parties will communicate and cooperate with each other both with respect to provision of fire protective services and emergency services in that portion of their respective jurisdictions that overlap and with respect to the provision of mutual aid when appropriate. The Parties recognize the evolving nature of the provision of fire and emergency services on a regional basis and pledge to cooperate with each other towards regional solutions for the services provided.
 - a. A Synergy Task Force shall be formed consisting of one member of the FFPD Board of Directors, the FFPD Fire Chief, the Golden Fire Chief and the Golden City Manager.
 - b. The Task Force will meet no less frequently than once every six months and whenever:
 - i. Either party has a vacancy or opening for a staff level Fire Department position (i.e. this does not include paid firefighters.)
 - ii. Either party makes a change to its apparatus replacement or building improvement schedules.
 - c. The Task Force will review both capital replacement budgets at least once each year before either party finalizes its annual budget.
 - d. In the event that the parties have not agreed on a specific, long-range joint operational improvement plan by June 1, 2014 than each party will contribute up to \$25,000 to hire a mutually agreed upon, professional consultant specializing in fire service governance to study and provide recommendations at a joint public meeting of the FFPD Board of Directors and the Golden City Council.
 - e. Nothing in this agreement is meant to prohibit or delay either party's effort to form alliances of any kind with other jurisdictions aimed at improving their own operations.
6. No Multiple Fiscal Year Obligation/Non-Appropriation. Any and all obligations of the parties under this Agreement that require funding are subject to prior annual appropriations by the Parties' legislative bodies. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X of Section 20 of the Colorado Constitution by either party. If either party fails to appropriate revenues in any year for payment of expenses contemplated by this Agreement, then the non-appropriating party may terminate this Agreement and pursue all remedies contemplated herein.

7. Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by instrument in writing signed by the Parties.
8. Waiver of Breach. A waiver by any party to the Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
9. Governing Law and Venue. The Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement, or for the enforcement of this Agreement, shall be with the District Court for Jefferson County, Colorado. The party substantially prevailing in any enforcement action shall be entitled to recover its attorney's fees and costs.
10. Governmental Immunities.
 - a. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of the rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act, or otherwise available at law or equity.
 - b. The Parties agree that in the event any claim or suit is brought against either or both parties by a third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both Parties in defending such claim or suit.
11. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section, or other provision shall not affect the remaining provisions of this Agreement if the remaining provisions can be enforced to carry out the general intent of this Agreement.
12. Successors. This Agreement shall be binding upon and inure to the benefit of any governmental successors in interest to FFPD or Golden.
13. Counterpart Execution. This Agreement may be executed in several counter parts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF GOLDEN

**FAIRMOUNT FIRE
PROTECTION DISTRICT**

Marjorie Sloan, Mayor

_____, Chair

ATTEST:

ATTEST:

Susan Brooks, MMC, City Clerk

_____, Secretary

[SIGNATURES CONTINUE ONTO NEXT PAGE]

Resolution No. 2199
Page 8

APPROVED AS TO FORM:

David S. Williamson, City Attorney

APPROVED AS TO FORM:

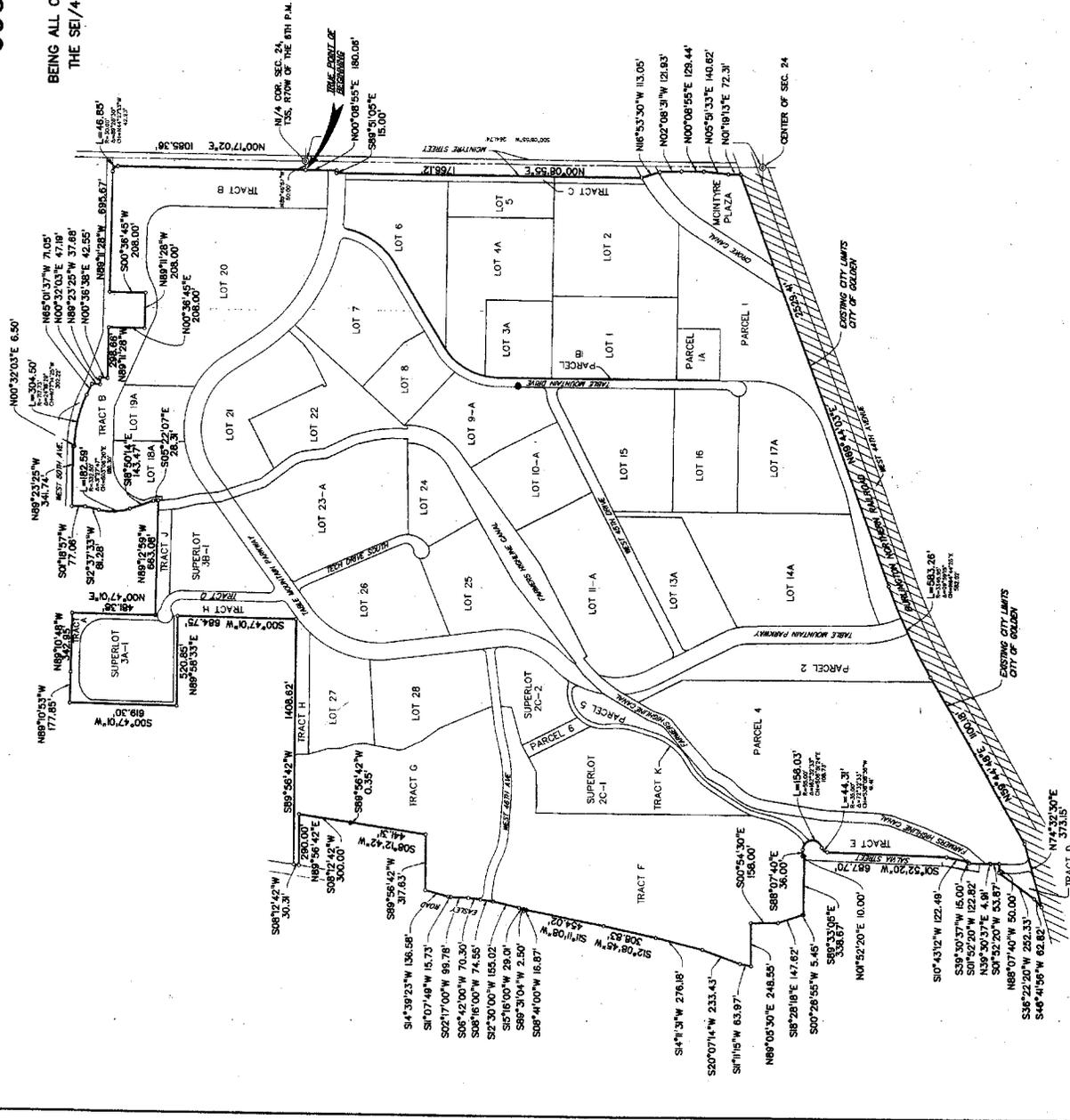
_____, Title

Bk 145 Pg. 27 Rec # FD 165914

COORS TECHNOLOGY CENTER ANNEXATION PHASE 6

BEING ALL OF COORS TECHNOLOGY CENTER REPLAT A AND PORTIONS OF THE SW/4 OF SECTION 13,
THE SE/4 OF SECTION 14, THE NE/4 AND THE SE/4 OF SECTION 23 AND THE NW/4 AND THE
SW/4 OF SECTION 24, ALL IN T3S, R70W OF THE 6TH P.M.
COUNTY OF JEFFERSON, STATE OF COLORADO

Exhibit A



Drexel Barrell & Co.
Surveyors/Engineers
1400 East 10th Street, Suite 100
Denver, Colorado 80202
Phone: 303.733.1111
Fax: 303.733.1112
www.drexelbarrell.com

Project: COORS TECHNOLOGY CENTER ANNEXATION PHASE 6
Date: 10/17/08
Drawing No: 1400-08-001
Scale: AS SHOWN
Sheet: 2 OF 2

Coors Technology Annexation

COORS TECHNOLOGY CENTER ANNEXATION PHASE 6

BEING ALL OF COORS TECHNOLOGY CENTER REPLAT A AND PORTIONS OF THE SW/4 OF SECTION 13, THE SE/4 OF SECTION 14, THE NE/4 AND THE SE/4 OF SECTION 23 AND THE NW/4 AND THE SW/4 OF SECTION 24, ALL IN T3S, R70W OF COLORADO COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION

ALL OF COORS TECHNOLOGY CENTER REPLAT A, A SUBDIVISION RECORDED IN PLAT BOOK 107 AT PAGES 4 THROUGH 11, RECEPTION NO. 8008343, OF THE RECORDS OF THE COUNTY OF GOLDEN, COLORADO, AND ALSO THE SW/4 OF SECTION 13, THE SE/4 OF SECTION 14, THE NE/4 AND THE SE/4 OF SECTION 23 AND THE NW/4 AND THE SW/4 OF SECTION 24, ALL IN T3S, R70W OF COLORADO COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 24, FROM WHICH THE CENTER OF SAID SECTION 24 BEARS S00°08'55"W, 786.00 FEET TO THE N1/4 CORNER OF SAID SECTION 24, BEING THE POINT OF BEGINNING OF SAID COORS TECHNOLOGY CENTER REPLAT A, AND THE INITIAL POINT OF BEGINNING;

THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID COORS TECHNOLOGY CENTER REPLAT A:

- THENCE N00°07'02"E, 1065.36 FEET TO A POINT OF CURVE TO THE LEFT;
- THENCE NORTHWESTERLY, 46.85 FEET ALONG THE ARC OF SAID CURVE TO A POINT HAVING A RADIUS OF 1065.36 FEET, BEING SUBTENDED BY A CHORD THAT BEARS N44°27'13"W, 42.23 FEET;
- THENCE N89°12'28"W, 695.67 FEET;
- THENCE S00°38'45"W, 208.00 FEET;
- THENCE N89°12'28"W, 208.00 FEET;
- THENCE N00°38'45"E, 208.00 FEET;
- THENCE N89°12'28"W, 298.68 FEET;
- THENCE N00°38'45"E, 42.55 FEET;
- THENCE N89°23'05"W, 37.68 FEET;
- THENCE N00°32'03"E, 47.19 FEET;
- THENCE N85°03'37"W, 71.05 FEET;
- THENCE NORTHWESTERLY, 304.50 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, SAID ARC HAVING A RADIUS OF 797.73 FEET, BEING SUBTENDED BY A CHORD THAT BEARS N77°47'25"W, 302.22 FEET;
- THENCE N00°32'03"E, 6.50 FEET;
- THENCE N89°23'05"W, 341.74 FEET;
- THENCE N89°12'28"W, 71.06 FEET;
- THENCE S27°37'33"W, 812.8 FEET TO A POINT OF CURVE TO THE LEFT;
- THENCE SOUTHERLY, 185.60 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT SAID ARC HAVING A RADIUS OF 332.50 FEET, A CENTRAL ANGLE OF 37°27'47" AND BEING SUBTENDED BY A CHORD THAT BEARS S30°06'20"E, 180.50 FEET;
- THENCE S0°50'14"E, 143.47 FEET;
- THENCE S05°22'07"E, 28.31 FEET TO THE NORTH LINE EXTENDED EASTERLY OF TRACT J IN SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE LEAVING A WESTERLY LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A, N89°53'59"W, 683.08 FEET ALONG THE NORTH LINE EXTENDED WESTERLY, AND ALONG THE NORTH LINE OF SAID TRACT J TO THE NORTHWEST CORNER THEREOF;
- THE FOLLOWING COURSES AND DISTANCES ARE ALONG EASTERLY, NORTHERLY AND SOUTHERLY LINES OF SAID COORS TECHNOLOGY CENTER REPLAT A:
- THENCE N00°47'01"E, 481.38 FEET;
- THENCE N89°16'48"W, 342.95 FEET;
- THENCE N89°10'33"W, 177.85 FEET;
- THENCE S00°47'01"W, 689.30 FEET;
- THENCE N89°58'33"E, 520.85 FEET;
- THENCE S00°47'01"W, 684.75 FEET;
- THENCE S89°56'42"W, 1408.62 FEET;
- THENCE S08°12'42"W, 30.31 FEET;
- THENCE N89°56'42"E, 290.00 FEET;
- THENCE S08°12'42"W, 300.00 FEET;

LEGAL DESCRIPTION (CONT'D)

- THENCE S89°56'42"W, 0.35 FEET;
- THENCE S08°12'42"W, 44.93 FEET;
- THENCE S89°56'42"W, 37.63 FEET;
- THENCE S4°33'03"W, 134.58 FEET;
- THENCE S10°07'49"W, 51.73 FEET;
- THENCE S07°07'00"W, 99.78 FEET;
- THENCE S08°42'00"W, 70.30 FEET;
- THENCE S08°76'00"W, 74.85 FEET;
- THENCE S2°30'00"W, 85.02 FEET;
- THENCE S05°08'00"W, 28.01 FEET;
- THENCE S89°31'04"W, 2.50 FEET;
- THENCE S08°42'00"W, 18.87 FEET;
- THENCE S10°08'00"W, 454.02 FEET;
- THENCE S2°08'45"W, 308.83 FEET;
- THENCE S4°14'31"W, 276.18 FEET;
- THENCE S00°07'14"W, 233.43 FEET;
- THENCE S10°15'10", 63.97 FEET;
- THENCE N89°03'00"E, 248.58 FEET;
- THENCE S00°54'30"E, 188.00 FEET;
- THENCE S89°28'08"E, 147.62 FEET;
- THENCE S00°28'55"W, 5.45 FEET;
- THENCE S89°33'05"E, 338.87 FEET;
- THENCE N00°32'20"E, 10.09 FEET;
- THENCE S80°07'40"E, 36.00 FEET TO A POINT OF CURVE TO THE RIGHT;
- THENCE SOUTHERLY, 160.03 FEET ALONG THE ARC OF SAID CURVE TO A POINT HAVING A RADIUS OF 160.03 FEET, BEING SUBTENDED BY A CHORD THAT BEARS S08°52'24"E, 108.73 FEET;
- THENCE SOUTHWESTERLY, 44.31 FEET ALONG THE ARC OF SAID REVERSE CURVE TO A POINT HAVING A RADIUS OF 44.31 FEET, BEING SUBTENDED BY A CHORD THAT BEARS S38°08'36"W, 4.4 FEET;
- THENCE S00°52'20"W, 887.70 FEET;
- THENCE S04°32'27"W, 22.49 FEET TO THE MOST SOUTHERLY CORNER OF TRACT E IN SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE LEAVING THE WESTERLY LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A, N89°53'59"W, 683.08 FEET TO THE WESTERLY LINE EXTENDED NORTHERLY OF SAID TRACT E TO THE WESTERLY CORNER OF SAID TRACT F IN SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE N89°53'59", 185.80 FEET ALONG THE WESTERLY LINE EXTENDED NORTHERLY AND ALONG THE WESTERLY LINE OF SAID PARCEL 4;
- THENCE N30°33'71", 4.58 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 4;
- THENCE S0°52'20"W, 53.87 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 4;
- THENCE N89°16'48"W, 65.85 FEET TO THE MOST WESTERLY CORNER OF TRACT G IN SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE S89°52'28"W, 292.33 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT G TO THE MOST WESTERLY CORNER THEREOF;
- THENCE S44°14'58"W, 65.85 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT G TO THE MOST WESTERLY CORNER THEREOF;
- THENCE N45°33'59", 374.4 FEET ALONG THE SOUTHWESTERLY LINE AND ALONG THE SOUTHWESTERLY LINE EXTENDED NORTHEASTERLY OF SAID TRACT D AND ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 4;
- THENCE N59°44'48"E, 1001.8 FEET ALONG THE SOUTHEASTERLY LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A TO A POINT OF CURVE TO THE RIGHT;

LEGAL DESCRIPTION (CONT'D)

- THENCE NORTHEASTERLY, 583.28 FEET ALONG THE SOUTHEASTERLY LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A AND ALONG THE SOUTHWESTERLY LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A, BEING SUBTENDED BY A CHORD THAT BEARS N64°44'25"E, 962.52 FEET;
- THENCE N89°44'02", 2229.4 FEET ALONG THE SOUTHEASTERLY LINE AND ALONG THE SOUTHWESTERLY LINE EXTENDED NORTHEASTERLY OF SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE N01°08'31"E, 72.32 FEET;
- THENCE N05°59'33"E, 146.82 FEET;
- THENCE N00°08'58"E, 108.44 FEET;
- THENCE N02°08'31"W, 121.53 FEET;
- THENCE N89°53'30"W, 43.05 FEET TO THE SOUTHEAST CORNER OF SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE N00°08'58"E, 1786.12 FEET ALONG THE EAST LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE S89°30'05", 15.00 FEET ALONG THE EASTERLY LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A;
- THENCE N00°08'58"E, 1806.00 FEET ALONG THE EAST LINE OF SAID COORS TECHNOLOGY CENTER REPLAT A TO THE INITIAL POINT OF BEGINNING;

LEGAL DESCRIPTION PREPARED BY:
SCOTT A. PULLING, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR
DREXEL BARRELL & CO., INC.
3000 LEXINGTON AVENUE, SUITE 200
GOLDEN, COLORADO 80106-2475
(303) 442-4338

TOTAL AREA OF AREA TO BE ANNEXED = 3,087.79 FEET;
TOTAL PERIMETER OF AREA TO BE ANNEXED = 3,087.79 FEET;
CONTIGUITY OR DISTANCE OF AREA ADJACENT TO LOSING CITY LIMITS = 4,586.00 FEET;

SURVEYOR'S CERTIFICATE

I, SCOTT A. PULLING, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR WITH OFFICE AT GOLDEN, COLORADO, HAVE CONDUCTED A SURVEYING AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF GOLDEN.



SCOTT A. PULLING
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 27536

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO, ON THIS 28th DAY OF DECEMBER, 1999 AT APPROXIMATELY 11:30 A.M.

RECEPTION NO. 12-28-99

DEED AND RECORDS
DREXEL BARRELL & CO.

REPLAT CLERK

REPLAT CLERK



NOTE

THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO GRAPHICALLY SHOW THE AREA TO BE ANNEXED TO THE CITY OF GOLDEN.

CITY COUNCIL APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF GOLDEN, COLORADO, BY ORDINANCE NO. 118, PASSED AND ADOPTED BY THE CITY OF GOLDEN, COLORADO, THIS DAY OF DECEMBER, 1999.



BY: ANNE C. SPRICK, MAYOR
CITY CLERK

Exhibit B

COORS TECHNOLOGY CENTER ANNEXATION PHASE 6

DREXEL BARRELL & CO.
REGISTERED PROFESSIONAL LAND SURVEYORS
3000 LEXINGTON AVENUE, SUITE 200
GOLDEN, COLORADO 80106-2475
(303) 442-4338

RECEIVED BY: [Signature]
DATE: 12-28-99
CHECKED BY: [Signature]
DATE: 12-28-99

Coors Technology America, Inc.

Produced #1431
Recorded 12-28-99

INTERGOVERNMENTAL AGREEMENT

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- H. After the effective date of the 2009 IGA, the owner of the vast majority of the Brewery Property entered into an agreement with FFPD, pursuant to which the vast majority of the Brewery Property would be annexed into the FFPD in 2013. The agreement also provided for fire protection and emergency services from FFPD until the effective date of the annexation.
- I. As a result of the impending annexation of the majority of the Brewery Property into the FFPD, the parties wish to terminate the 2009 IGA, settle any claims the parties may have against each other as a result of the 2009 IGA; and generally address the provision of fire protection and emergency services in the region.

- J. Both parties recognize that a challenging economy and their obligations to their taxpayers require a productive working relationship and an aggressive and continuing effort to achieve economies and improvements in their operations.

AGREEMENT

1. Termination of 2009 IGA. On or before June 30, 2012, FFPD will pay to Golden the sum of \$150,000. Upon payment of such sum, the parties agree that the 2009 IGA shall terminate and that the payment of such sum shall be a final settlement and compromise of all amounts payable by or to the Parties as a result of the 2009 IGA.
2. Equalization Payments. For calendar years 2012 through 2020, and subject to adjustment for changes in mill levies as provided in paragraph 3 below, FFPD will pay to Golden the following amounts as a means to equalize the tax and financial burden that has resulted from the Coors Tech property remaining in both the City of Golden and the FFPD:

YEAR	AMOUNT
2012	\$150,000
2013	\$170,000
2014	\$170,000
2015	\$190,000
2016	\$190,000
2017	\$210,000
2018	\$210,000
2019	\$230,000
2020	\$230,000

- a. The amounts shall be due and payable for each calendar year, on or before June 30 of the subsequent calendar year.

Revenue Adjustments.

- a. Commencing with the payment for calendar year 2013, the parties will adjust the amount of the payment provided for in paragraph 2 above for increases or decreases in the FFPD property tax revenue from the Coors Tech Center properties. If the increase or decrease in Coors Tech property tax revenue is greater than 10% for the immediate prior adjustment period, the amount payable to Golden pursuant to paragraph 2 shall be adjusted by the same percentage.
 - b. A similar property valuation adjustment shall take place every two (2) years during the term of this agreement (i.e., in 2014, affecting the 2013 and 2014 payment, in 2016, affecting the 2015 and 2016 payment, etc.)
3. Exclusion of Coors Tech Property from FFPD. So long as all payments required under this Agreement are timely made by FFPD, during the term of this Agreement, Golden agrees that it will not file a petition for exclusion of the Coors Tech Properties from FFPD.
 - a. In the event that FFPD fails to timely make any payment required by this Agreement by reason of non-appropriation or otherwise, Golden shall be free to file such a

exclusion petition. In the event of filing such a petition, FFPD agrees that it will not object to such exclusion

4. Term. The term of this Agreement shall run from the effective date of this Agreement through calendar year 2020, except that the payment due to Golden for calendar year 2020 shall be due and payable on or before May 15, 2021.
5. Cooperation and Provision of Fire and Emergency Services. The Parties pledge to each other to work cooperatively in the provision of fire protection services and emergency services within their respective jurisdictions. To this end, the Parties will communicate and cooperate with each other both with respect to provision of fire protective services and emergency services in that portion of their respective jurisdictions that overlap and with respect to the provision of mutual aid when appropriate. The Parties recognize the evolving nature of the provision of fire and emergency services on a regional basis and pledge to cooperate with each other towards regional solutions for the services provided.
 - a. A Synergy Task Force shall be formed consisting of one member of the FFPD Board of Directors, the FFPD Fire Chief, the Golden Fire Chief and the Golden City Manager.
 - b. The Task Force will meet no less frequently than once every six months and whenever:
 - i. Either party has a vacancy or opening for a staff level Fire Department position (i.e. this does not include paid firefighters.)
 - ii. Either party makes a change to its apparatus replacement or building improvement schedules.
 - c. The Task Force will review both capital replacement budgets at least once each year before either party finalizes its annual budget.
 - d. In the event that the parties have not agreed on a specific, long-range joint operational improvement plan by June 1, 2014 then each party will contribute up to \$25,000 to hire a mutually agreed upon, professional consultant specializing in fire service governance to study and provide recommendations at a joint public meeting of the FFPD Board of Directors and the Golden City Council.
 - e. Nothing in this agreement is meant to prohibit or delay either party's effort to form alliances of any kind with other jurisdictions aimed at improving their own operations.
6. No Multiple Fiscal Year Obligation/Non-Appropriation. Any and all obligations of the parties under this Agreement that require funding are subject to prior annual appropriations by the Parties' legislative bodies. Nothing herein shall be construed as a multiple fiscal year obligation as described by Article X of Section 20 of the Colorado Constitution by either party. If either party fails to appropriate revenues in any year for payment of expenses contemplated by this Agreement, then the non-appropriating party may terminate this Agreement and pursue all remedies contemplated herein.
7. Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by instrument in writing signed by the Parties.
8. Waiver of Breach. A waiver by any party to the Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
9. Governing Law and Venue. The Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement, or for the enforcement of this Agreement, shall be

with the District Court for Jefferson County, Colorado. The party substantially prevailing in any enforcement action shall be entitled to recover its attorney's fees and costs.

10. Governmental Immunities.

- a. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of the rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act, or otherwise available at law or equity.
- b. The Parties agree that in the event any claim or suit is brought against either or both parties by a third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both Parties in defending such claim or suit.

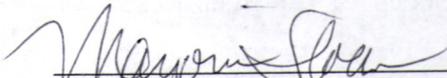
11. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section, or other provision shall not affect the remaining provisions of this Agreement if the remaining provisions can be enforced to carry out the general intent of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of any governmental successors in interest to FFPD or Golden.

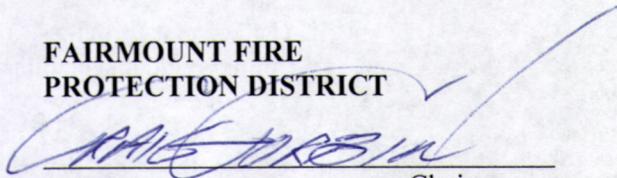
13. Counterpart Execution. This Agreement may be executed in several counter parts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

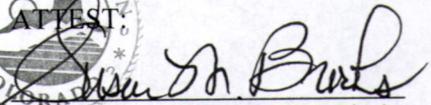
CITY OF GOLDEN

**FAIRMOUNT FIRE
PROTECTION DISTRICT**



Marjorie Sloan, Mayor

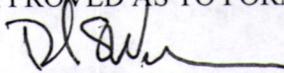

_____, Chair


ATTEST:


Susan Brooks, MMC, City Clerk

ATTEST:

_____, Secretary

APPROVED AS TO FORM:


David S. Williamson, City Attorney

APPROVED AS TO FORM:

_____, Title