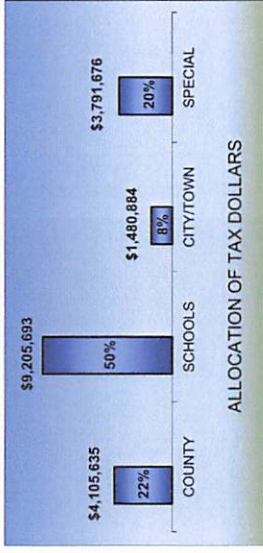


MILL LEVIES BY TAXING DISTRICTS FOR TAXES COLLECTED IN 2025

TAXING AUTHORITIES	TAX AREA IDS												TAX YEAR	BUDGET YEAR																
	101	102	103	104	105	106	201	202	203	204	205	206	207	208	209	210	211	212	213	301	302	303	304	305	306	2024	2025			
County General Fund	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	9.110	\$311,552,170	\$311,552,170
Road and Bridge Fund	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	1.506	\$469,198	\$469,198
Human Services Fund	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	0.554	\$172,600	\$172,600	
EMS Fund	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	2.008	\$625,597	\$625,597	
School District R-1 (Ouray)	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	\$3,043,755	\$3,043,755	
School District R-2 (Ridgway)	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	29.913	\$5,808,542	\$5,808,542	
School District RE+J (Montrose)	16.217						29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	29.436	\$363,396	\$363,396
City of Ouray							6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	6.651	\$28,839	\$28,839
Town of Ridgway							0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	0.332	\$52,045	\$52,045
Cedar Hill Cemetery District							0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	0.204	\$32,184	\$32,184
Dallas Park Cemetery District							2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	2.805	\$37,158	\$37,158
Ouray Library District							1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	1.570	\$159,753	\$159,753
Ridgway Library District							-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	-0.754	\$563,505	\$563,505
(MINUS TEMPORARY TAX CREDIT)							10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	10.158	-\$148,785	-\$148,785
Montrose Fire Protection Dist							7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	\$37,893	\$37,893
Ridgway Fire Protection District							4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	4.993	\$1,043,418	\$1,043,418
Ouray Fire Protection District							7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	7.591	\$48,617	\$48,617
Loyal Mesa Fire Protection District							0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	0.720	\$289,490	\$289,490
Loyal Village Park & Rec District							3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	3.980	\$17,356	\$17,356
(MINUS TEMPORARY TAX CREDIT)							-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-0.278	-\$6,701	-\$6,701
Comerstone Metropolitan Dist No. 2							90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	90.000	\$1,010,648	\$1,010,648
Colorado River District	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	0.501	\$156,088	\$156,088
Tri-County Water Conservancy Dist	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	2.002	\$509,062	\$509,062
(MINUS TEMPORARY TAX CREDIT)	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-0.255	-\$64,841	-\$64,841
Regional Service Authority	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	0.375	\$116,832	\$116,832
TOTAL MILL LEVY	62.886	47.616	54.875	55.207	47.284	52.659	63.734	47.492	47.289	51.472	51.288	54.879	56.063	51.914	63.734	51.472	57.650	137.492	51.268	51.730	44.343	44.139	54.297	48.119	51.934				\$18,583,880	



Property Tax Equation: Actual Value x Assessment Rate x Total Mill Levy/1000 = Tax \$

ASSESSMENT RATES FOR TAX YEAR 2024

- Agricultural & Renewable Energy: 26.40%
- Residential: 6.70%
- All Other (Includes Vacant & Commercial): 27.90%

TAX YEAR 2024 TOTAL ASSESSED VALUES BY CLASS

- Residential: \$179,916,400
- Industrial: \$2,714,780
- Agricultural: \$5,714,780
- Renewable Energy: \$65,180
- Vacant Land: \$66,710,660
- State Assessed: \$6,710,800
- Exempt: \$118,179,570
- Commercial: \$52,777,770
- Nat Resources/Vacant Mining Claims: \$6,821,050

Fire & EMS Staffing and Cost Model - 48/96 Schedule (Admin Adjusted)

1. Command Staff Structure (Executive Tier)

The following roles form the upper management of the department:

- Fire Chief
- Operations Chief (also serves as Training Officer initially)
- Fire Division Chief
- EMS Division Chief
- Wildland Coordinator
- Administrative Assistant (M-F, 9-5 role, non-shift)

All positions except the Administrative Assistant are full-time exempt roles. The Administrative Assistant works 40 hours/week during standard weekday business hours.

2. Daily Staffing Model - 48/96 Schedule

Each of the two stations is staffed 24/7 under a 48/96 schedule with:

- 1 Officer (Fire Captain)
- 1 Paramedic or Dual-role Firefighter
- 1 Dual-role Firefighter/EMT
- 1 Volunteer EMS Driver

This requires two 3-person shifts per station to maintain full 48/96 rotation. Minimum FTEs:

- 6 Officers
- 6 Paramedics
- 6 Dual-role FF/EMTs

(18 full-time paid field personnel)

3. Estimated Annual Costs (Salary + Benefits ~30%)

Position	FTE Count	Salary	Benefits	Total Per Position	Total (All)
Fire Chief	1	\$111,000	\$33,300	\$144,300	\$144,300
Operations Chief	1	\$90,000	\$27,000	\$117,000	\$117,000
Fire Division Chief	1	\$100,000	\$30,000	\$130,000	\$130,000

Fire & EMS Staffing and Cost Model - 48/96 Schedule (Admin Adjusted)

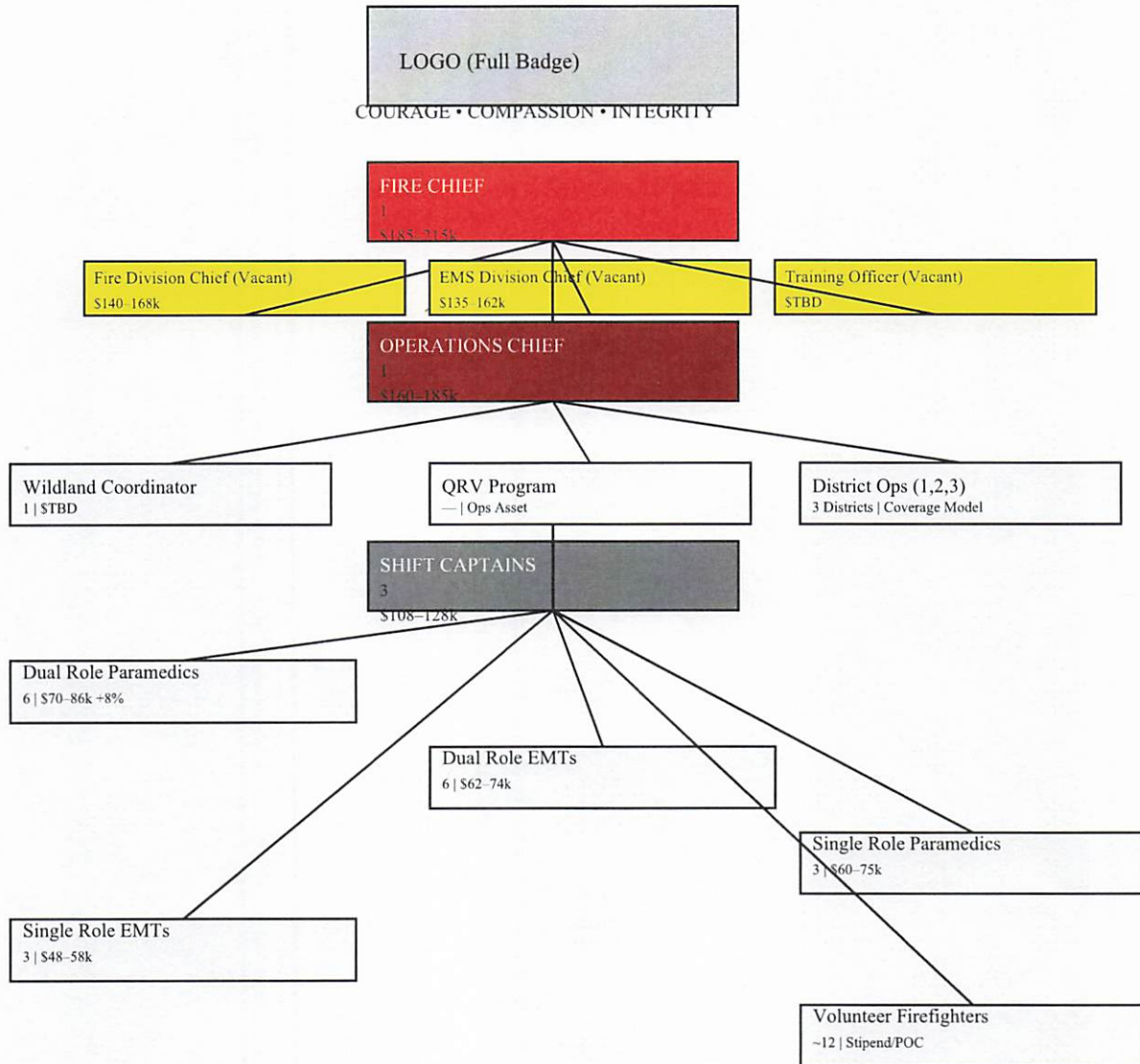
EMS Division Chief	1	\$100,000	\$30,000	\$130,000	\$130,000
Wildland Coordinator	1	\$75,000	\$22,500	\$97,500	\$97,500
Administrative Assistant (M-F)	1	\$60,000	\$18,000	\$78,000	\$78,000
Officer (Captain)	6	\$92,000	\$27,600	\$119,600	\$717,600
Paramedic / Firefighter	6	\$100,000	\$30,000	\$130,000	\$780,000
Dual-role FF/EMT	6	\$80,000	\$24,000	\$104,000	\$624,000
Volunteer EMS Driver Pool	-	\$0	\$0	\$10,000 (stipend)	\$10,000
				Total Estimated	\$2,828,400

4. FLSA Compliance and Notes

- The 48/96 schedule results in approximately 2,912 hours/year (~56 hrs/week).
- Firefighters are eligible for overtime after 212 hours per 28-day FLSA cycle.
- Accurate tracking and budgeting of overtime are required for compliance.
- The Administrative Assistant works a standard 40-hour workweek and is non-shift.
- Volunteer EMS drivers must not perform the same duties as paid staff.
- Relief or float staff may be needed to backfill during training or absences.

OURAY COUNTY FIRE & EMS AUTHORITY

Organizational Chart – Version 3.2 (Black Salary Text + NFPA)



Staffing and deployment modeled in accordance with NFPA 1710 & NFPA 1720 hybrid compliance standards for rural/combination agencies, providing ALS coverage and minimum fire suppression staffing across three districts.

Service Plan for Ouray County Fire Rescue Fire Authority

Comprehensive Service Plan Adhering to NFPA 1710 and NFPA 1720
Standards

Introduction

The establishment of the Ouray County Fire Rescue Fire Authority represents a pivotal advancement in emergency services for Ouray County, designed to enhance public safety and ensure efficient, effective response to fire and medical emergencies. This service plan provides a detailed framework for staffing, command structure, and operations, strictly adhering to the National Fire Protection Association (NFPA) standards—NFPA 1710 for urban areas and NFPA 1720 for rural environments.

Mission Statement

The mission of the Ouray County Fire Rescue Fire Authority is to protect life, property, and the environment by delivering professional fire suppression, emergency medical services, rescue operations, and community risk reduction throughout Ouray County.

NFPA Compliance

NFPA 1710 (Urban Areas)

NFPA 1710 establishes standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments in urban settings. It stipulates minimum staffing levels, response times, and operational capabilities to ensure prompt and effective service delivery.

NFPA 1720 (Rural Areas)

NFPA 1720 provides similar standards tailored for volunteer fire departments serving rural, suburban, and remote communities. The standard emphasizes community-based risk management, flexible staffing models, and response benchmarks suited to less densely populated areas.

Service Area Configuration

Ouray County's fire protection jurisdiction is divided into two primary districts:

- District One: Ouray area approximately HWY 550 MM100 south and county lines east and west-Encompasses the urbanized zones of Ouray County, where response protocols and staffing adhere to NFPA 1710 standards, as well as, Covers the more rural and suburban regions, aligning with NFPA 1720 standards to reflect the unique challenges and response needs of these areas.
- District Two: Ridgway are approximately Hwy 550 MM100 north to MM 113 and county lines east and west. Encompasses the urbanized zones of Ouray County, where response protocols and staffing adhere to NFPA 1710 standards, as well as, covers the more rural and suburban regions, aligning with NFPA 1720 standards to reflect the unique challenges and response needs of these areas.

Daily Staffing Model

To fulfill the demands of both fire suppression and emergency medical services, the daily staffing configuration will be as follows for each district:

- One Captain (per district): Responsible for on-shift incident command, operational oversight, and coordination of resources within the district.
- One Paramedic(per district): Provides advanced life support (ALS) medical care, ensuring high-level emergency medical response and patient care.
- One Dual-Role EMT (per district): Cross-trained to support both fire suppression and basic life support (BLS) medical interventions, facilitating flexibility and efficient use of personnel.

This daily staffing ensures that each district maintains a robust and versatile emergency response team, capable of addressing fire, rescue, and medical emergencies promptly and effectively.

Command Staff Structure

A strong and clearly defined command staff is essential for strategic oversight, operational management, and continuous improvement within the Fire Authority. The following leadership positions will comprise the command staff:

- Fire Chief: Overall authority and responsibility for the Fire Rescue Fire Authority, including policy development, strategic planning, and coordination with external stakeholders.
- Operations Chief: Oversees daily operational activities, resource allocation, and tactical decision-making for incident response.
- Fire Battalion Chief: Manages fire suppression activities, ensures compliance with NFPA 1710/1720, and serves as the technical expert for fire ground operations.
- EMS Battalion Chief: Responsible for all emergency medical services operations, protocol adherence, training, and integration with local healthcare systems.

Administrative Support

Efficient administrative operations are fundamental to the success of the Fire Authority. The administrative assistant will provide crucial support for scheduling, record-keeping, communications, and logistical coordination.

- Administrative Assistant: Works Monday through Friday, from 9:00 AM to 5:00 PM, supporting command staff and field personnel with clerical tasks, documentation, and internal/external communications.

Operational Guidelines

Staffing and Response Time Objectives

- District One: (NFPA 1710): Minimum four-person crew per incident, response within 240 seconds (4 minutes) for the first arriving unit, 90% of the time. (NFPA 1720): Volunteer-based or mixed staffing, response within 14 minutes for the first arriving unit, 80% of the time

- District Two: (NFPA 1710): Minimum four-person crew per incident, response within 240 seconds (4 minutes) for the first arriving unit, 90% of the time. (NFPA 1720): Volunteer-based or mixed staffing, response within 14 minutes for the first arriving unit, 80% of the time.

District Three: Future possible expansion of fire services to include the Log Hill service area. Will currently only include EMS services.

Incident Command System (ICS)

All incidents will be managed using the ICS framework, ensuring clear lines of authority, accountability, and effective communication during operations.

Training and Professional Development

Ongoing training will be provided for all staff, with regular drills in fire suppression, EMS protocols, hazardous materials response, and rescue operations. Staff will maintain certifications as required by NFPA and state standards.

Community Risk Reduction Initiatives

The Fire Authority will proactively engage in community outreach, fire prevention education, smoke alarm campaigns, and partnership with local organizations to reduce fire and EMS risks across all areas.

Apparatus and Equipment

Each district will be equipped with modern fire apparatus, ambulances, and specialized rescue equipment to ensure readiness for any emergency scenario. Equipment will be maintained to NFPA standards and inspected regularly for operational integrity.

Mutual Aid and Interagency Collaboration

Formal agreements will be established with neighboring fire districts, law enforcement agencies, and EMS providers to facilitate rapid reinforcement in large-scale incidents and ensure seamless service continuity.

Quality Assurance and Continuous Improvement

A comprehensive quality assurance program will monitor response times, incident outcomes, and customer service satisfaction. Staff will participate in after-action reviews, and data will be used to inform ongoing improvements in service delivery.

Budget and Funding

Funding for the Ouray County Fire Rescue Fire Authority will be secured through county allocations, sepreate existing fire districts, grants, and potential service fees, with transparent financial management and accountability to the public.

Conclusion

The Ouray County Fire Rescue Fire Authority is committed to safeguarding the community with highly trained personnel, modern equipment, and best-practice operations in accordance with the highest national standards. By adhering strictly to NFPA 1710 and NFPA 1720, and by fostering a culture of excellence and community service, the Authority will deliver superior fire protection and emergency medical services to all residents and visitors of Ouray County.

Log Hill questions for New Authority

Presenter:	Chief Chris Miller/ Chief Nate McCullough
Topic:	Questions for service for the new Authority
Key Message:	While these questions originated in Log Hill, they are questions that are similar for the surrounding areas potentially affected by the new fire Authority.
Question 1: What problem is trying to be solved?	<p>The primary issue is delayed EMS response to the Log Hill area due to distance between staffed ALS units and the district. Ouray and Ridgway stations provide coverage, but the travel times of 20 mins or more can occur for high acuity calls such as cardiac arrest or trauma. The consolidation seeks to reduce these delays by positioning ALS-level personnel closer to Log Hill while preserving the volunteer fire identity. The initiative supports stronger coordination, faster care, and improved survivability for critical patients.</p> <p>NFPA 1710, 4.1.2.1: "The fire department shall establish a performance objective of 240 seconds or less travel time for the arrival of the first due engine company....90%of the time."</p> <p>NFPA 1710, 4.1.2.3: "Initial full alarm assignment within 480 (8min) travel time, 90 percent of the time."</p> <p>NFPA 1720, 4.3.2: "In areas with population density < 1,000 sq mi, the initial company response time objective is 14 minutes, 80 percent of the time."</p>
Question 2: What is the solution to these proposed problems?	Form a unified Authority with a hybrid deployment model: place an ALS provider accessible to Log Hill, and surrounding areas, keep volunteer engine response; unify dispatch, training, and QA/QI. Cost offset: While line staffing increases costs,

	<p>eliminating duplicative administration and standardizing procurement/ training offsets some of this.</p> <p>Meeting 1710/1720 hybrid reliability is a safety mandate.</p>
<p>Question 3: How would you plan to maintain, or improve, staffing in Log Hill?</p>	<p>A blended staffing model will combine local volunteers with an assigned full-time paramedic or dual-role EMT in the Log Hill area. This ensures ALS-level care within minutes while supporting volunteers through shared training and backup coverage. Cross-training, updated equipment, and unified scheduling prevent burnout and maintain high-quality service while keeping Log Hill's volunteer core intact. Second due response will be automatic through unified paging system.</p> <p>Shifts target 1710-style turnout/ travel for the first due unit where feasible, while volunteer companies operate to 1720 objectives.</p>
<p>Question 4: Would consolidation affect Log Hill's ISO ratings?</p>	<p>ISO evaluates water supply, communications, staffing, and deployment. Consolidation typically improves documentation, training, and reliability, helping maintain or improve ISO ratings.</p> <p>We "should" see a raise to the 3Y level. Chief Miller can explain.</p>
<p>Question 5: What are the specific benefits for Log Hill.</p>	<p>24/7 ALS availability within defined response time targets. Unified protocols, medical direction, and QA/QI- consistent care regardless of which unit arrives. Better daytime reliability via countywide move ups and cross staffing, Shared training/ equipment upgrades (monitors, Lucas devices, airway kits) aligned to ALS care. Maintained volunteer identity with improved support and training pathways.</p> <p>ISO scoring benefits + training documentation + Unified dispatch+ Personnel redundancy</p>
<p>Question 6: Would consolidating include each District's debts and reserve funds?</p>	<p>No, Legally, the Fire Authority does not absorb existing debts or reserves. Each district maintains its financial structure during the Authority phase. Debt and reserve obligations stay with the</p>

	originating district until future voter- approved special district merger. The Authority shares operational costs but not liabilities.
Question 7: How would non-monetary assets (vehicles, land, stations) be affected?	Each district keeps ownership of its physical assets. The Authority may coordinate shared use but cannot transfer or sell district property without board approval. Log Hill retains control over its stations, land and apparatus. Only a future voter-approved consolidation could merge ownership.
Question 8: Would there be additional financial impacts to Log Hill?	No immediate new taxes or financial burdens. Costs are shared proportionally based on service demand/ district budget. Consolidation can generate savings through joint purchasing and expanded grant eligibility. Each district keeps its reserves and mill levy until a formal merger is approved by the voters.
Question 9: How will FPPA pension programs be consolidated?	They will not. Each agency's FPPA plan remains separate. Consolidation does not alter or merge pensions without FPPA approval. Personnel retain all accrued benefits and service credit. Any future merger would require FPPA oversight and legal coordination to ensure full protection.
Question 10: Will the Authority be able to absorb non-adjacent areas like Horsefly or Cornerstone?	Not automatically. The Authority can provide contract service or temporary coverage but cannot annex territory without public process. Horsefly and Cornerstone could join later through annexation or voter approval, ensuring fair cost participation and transparent coverage expansion.
Question 11: Is the emphasis of consolidation on EMS due to higher call volume?	While EMS calls account for ~75% of responses, the focus is balanced. Fire operations remain essential. The Authority integrates both services, improving ALS coverage without reducing fire readiness. Cross-trained staffing and unified command benefit all types of incidents.

<p>Question 12: Will volunteers be required to be cross-trained for Fire and EMS?</p>	<p>No. Single-role positions remain. Cross training is encouraged because it improves readiness and community protection. Currently, Log Hill lacks first responding EMTs, so medical calls rely on 20-minute responses from Ridgway, or longer if station 2's medical group is already obligated. Cross-training volunteers would shorten that gap and improve outcomes.</p>
<p>Question 13: How would revenue outside of tax revenue be affected?</p>	<p>Non-tax revenue remains under district control unless designated for shared use. The Authority enhances eligibility for larger grants and shared billing systems. Local donations, event proceeds, and dedicated grants stay with the originating district.</p>
<p>Question 14: If local funds and grants are retained, does that inhibit inclusiveness?</p>	<p>No. Retaining local funds fosters pride and transparency. Inclusiveness comes from shared mission and equitable access to regional resources. Each district contributes its strengths without losing identity.</p>
<p>Question 15: Who is responsible for filing with taxes?</p>	<p>Each district continues its own tax filings and audits. The Authority files one additional report for shared operations. No double taxation occurs, and taxes don't change unless voters approve full merger.</p>
<p>Question 16: How would the mutual-aid agreement with Montrose be affected?</p>	<p>The current agreement remains in place. The Authority will streamline coordination, communications, and response efficiently but cannot change agreements without MFPD, s consent. Chief Rowan has expressed interest in collaboration that best serves the citizens.</p>
<p>Question 17: Is there an impact if Log Hill does not participate? Could the District be forced in?</p>	<p>No. participation is voluntary. The district cannot be compelled by law to join. Non-participation means maintaining current autonomy but continuing longer EMS response time and reduced access to shared resources. Joining the Authority improves response times, training, and resource availability while preserving identity.</p>

Ouray County Fire & EMS Authority

Fiscal-Constrained Staffing Model – Phase 1 (48/96)

Purpose: Present a fiscally responsible Phase 1 staffing model that preserves 24/7 ALS availability, strengthens fire response in Log Hill, and establishes a scalable foundation for a fully integrated Fire & EMS Authority.

Phase 1 – Staffing Configuration

District A – Ridgway Core: 1 Paramedic (24/7) and 1 Fire Officer (24/7)

District B – Secondary District: 1 EMT (24/7) with ALS intercept

Log Hill: 1 Dual-role Firefighter/EMT (24/7 fire-first response and BLS medical support)

Schedule: 48/96 (FLSA compliant; FPPA-eligible officer positions)

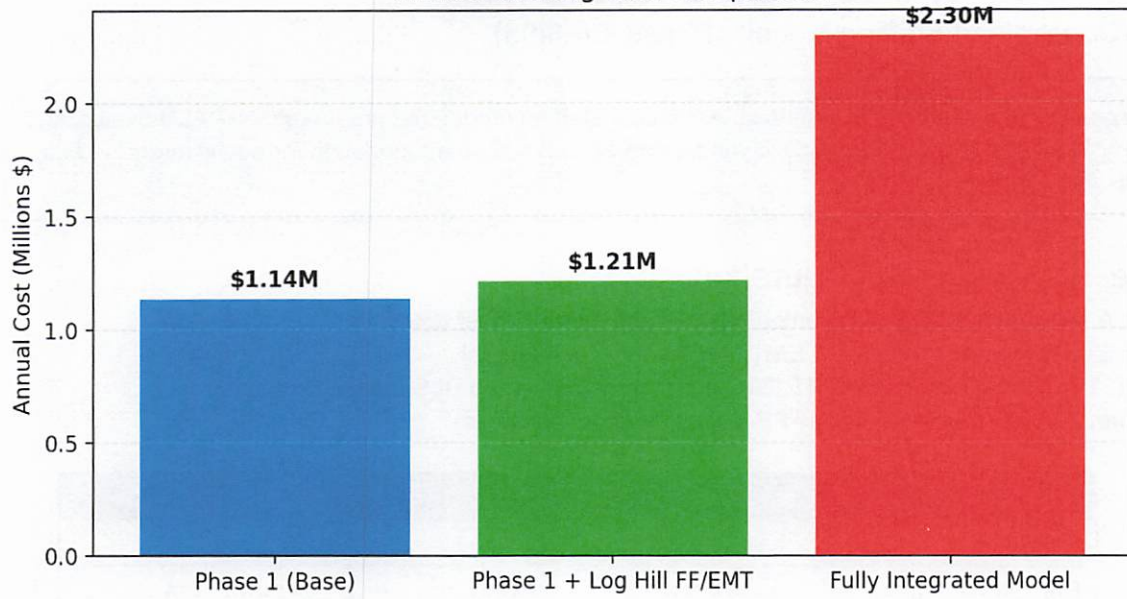
Position	FTE
Paramedic	4
EMT	4
Fire Officer	4
Firefighter / EMT (Log Hill)	4
Total Phase 1 Staffing	16

Updated Phase 1 Annual Cost: ≈ \$1.21M (includes Log Hill Firefighter/EMT)

Cost Comparison

Even with the addition of a Log Hill Firefighter/EMT in Phase 1, the Authority maintains over \$1.0M in annual staffing savings compared to a fully integrated staffing model.

Annual Staffing Cost Comparison



Key Discussion Point: The Log Hill Firefighter/EMT materially improves local fire response reliability and BLS medical capacity for a modest cost increase, while preserving the Authority's ability to scale toward full integration as funding allows.

Risk & Mitigation Strategies

- ALS intercept and rendezvous protocols with early Paramedic activation
- Fire Officer serves as Duty Officer / Incident Commander to maintain command continuity
- Log Hill Firefighter/EMT provides immediate fire-first response and scene stabilization
- Automatic mutual aid and volunteer surge staffing for simultaneous incidents

Phased Implementation Roadmap

- **Phase 1:** Implement fiscally constrained staffing with Log Hill fire enhancement
- **Phase 2:** Add peak-hour ALS coverage and expand cross-staffing as funding allows
- **Phase 3:** Transition to a fully integrated Officer + Paramedic + FF/EMT staffing model

Governance & Oversight

This staffing model provides a transparent and fiscally responsible framework for Fire Boards and the Board of County Commissioners to evaluate service levels, risk tolerance, and budget impacts while maintaining local control and regulatory compliance.

Suggested Implementation Timelines

Phase 1 – Authority Startup (Months 0–12)

- Formal Authority creation and governance approvals
- Hire Fire Officers, Paramedics, EMTs, and Log Hill Firefighter/EMT
- Implement 48/96 schedule, ALS intercept protocols, QA/QI, and training cadence

Phase 2 – Service Stabilization (Years 2–3)

- Add peak-hour ALS or PRN Paramedic coverage
- Expand cross-staffing of fire apparatus
- Evaluate response times, call volume, and clinical outcomes

Phase 3 – Full Integration (Years 4–5)

- Establish ALS capability in both districts
- Transition to integrated Authority staffing model
- Align staffing with NFPA 1710/1720 hybrid standards

Timelines are intentionally flexible and designed to support informed decision-making by both Fire Boards and the Board of County Commissioners.

Ouray County Fire & EMS Authority

Fiscal-Constrained Staffing Model – Phase Approach (48/96)

Purpose: Provide a financially responsible staffing model that preserves 24/7 ALS availability, maintains regulatory compliance, and establishes a scalable foundation for a fully integrated Fire & EMS Authority.

Phase 1 – Cost-Constrained Startup Model

District A (Ridgway Core): 1 Paramedic (24/7) and 1 Fire Officer (24/7)

District B: 1 EMT (24/7) with ALS intercept from District A

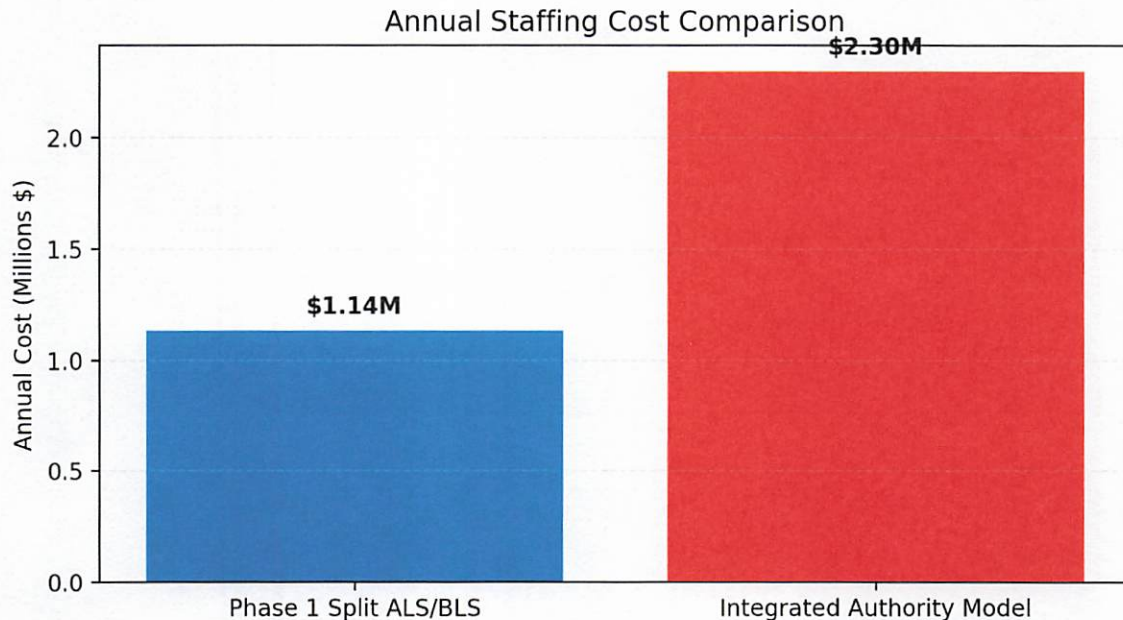
Schedule: 48/96 with FLSA compliance and FPPA-eligible officer positions

Position	FTE
Paramedic	4
EMT	4
Fire Officer	4
Total	12

Annual Cost – Phase 1: ≈ \$1.14M

Cost Comparison (Phase 1 vs Fully Integrated)

A fully integrated Authority staffing model with ALS coverage in both districts requires approximately 24 FTE and an estimated annual staffing cost of ≈ \$2.30M.



Key Discussion Point: Phase 1 reduces annual staffing costs by approximately **\$1.16M** while maintaining continuous ALS availability and preserving a clear path to full integration.

Risk & Mitigation Strategies

- ALS intercept and rendezvous protocols with early Paramedic activation
- Fire Officer functions as Duty Officer / Incident Commander to maintain command continuity
- Automatic mutual aid and volunteer surge staffing for simultaneous or complex incidents

Phased Implementation Roadmap

- **Phase 1:** Establish minimum sustainable staffing within current fiscal constraints
- **Phase 2:** Add peak-hour ALS support and expand cross-staffing as funding allows
- **Phase 3:** Transition to a fully integrated Officer + Paramedic + FF/EMT staffing model

Governance & Oversight

This staffing model provides a transparent, fiscally responsible framework allowing Fire Boards and the Board of County Commissioners to evaluate service levels, risk tolerance, and budget impacts while maintaining local control, regulatory compliance, and a defined pathway for future expansion.

Suggested Implementation Timelines

Phase 1 – Authority Startup (Months 0–12)

- Formal Authority creation and governance approvals
- Hire Fire Officers, Paramedics, and EMTs
- Implement 48/96 schedule, ALS intercepts, QA/QI, and training cadence

Phase 2 – Service Stabilization (Years 2–3)

- Add peak-hour ALS or PRN Paramedic coverage
- Expand cross-staffing of fire apparatus
- Evaluate response times, call volume, and clinical outcomes

Phase 3 – Full Integration (Years 4–5)

- Establish ALS capability in both districts
- Transition to integrated Authority staffing model
- Align staffing with NFPA 1710/1720 hybrid standards

Timelines are intentionally flexible and designed to support informed decision-making by both Fire Boards and the Board of County Commissioners.

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING ***NAME TBD*** OURAY FIRE PROTECTION ~~DISTRICT~~ AUTHORITY**

This Intergovernmental Agreement (the "Agreement"), is entered into effective of the date of the last signature herein, on October 1st, 2025, by and between the Ridgway Fire Protection District ("RFPD"), a quasi-municipal corporation and political subdivision of the State of Colorado; the Ouray Fire Protection District ("OFPD"), a quasi-municipal corporation and political subdivision of the State of Colorado; the Log Hill Mesa Fire Protection District ("LHFPD"), a quasi-municipal corporation and political subdivision of the State of Colorado; Montrose Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (each individually, a "District" and collectively, the "Districts"); Cornerstone Metropolitan District No. 1 (Cornerstone), a metropolitan district under the laws of the State of Colorado, the City of Ouray, a home rule municipality of the State of Colorado ("City"); the Sheriff of the County of Ouray in his official capacity; and the County of Ouray, a statutory county and political subdivision of the State of Colorado (County") (Districts, City, and County each individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Districts are each fire protection districts organized and operating pursuant to Title 32 of the Colorado Revised Statutes ("Title 32"); and

WHEREAS, pursuant to the authority granted under Title 32, the Districts carry out fire prevention and suppression activities, emergency medical and rescue services, fire code enforcement, hazardous material responses and all other activities permitted under Title 32; and

WHEREAS, Cornerstone is an organized metropolitan district that provides multiple special district services under Title 32, including but not limited to Fire Protection/EMS services; and

WHEREAS, pursuant to the authority granted under Title 31 of the Colorado Revised Statutes ("Title 31"), the City has the power to operate a fire department and emergency rescue services, and currently operates a volunteer fire department that carries out fire prevention and suppression activities; and

WHEREAS, pursuant to the authority granted under Title 30 of the Colorado Revised Statutes ("Title 30"), the County has the power to establish emergency rescue services, and currently provides basic and advanced life-support EMS services to the County; and

WHEREAS, the Sheriff of Ouray County is authorized by C.R.S. § 30-10-512 to act as the fire warden for the County and to direct wildfire suppression pursuant to §§ C.R.S. 30-10-513 and 30-10-513.5; and

WHEREAS, the Parties, being located adjacent to one another, have developed a collaborative working relationship to more efficiently and effectively carry out their individual responsibilities under their respective authority; and

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado

and Section 29-1-201, *et seq.* CRS, local governments may cooperate or contract with each other to provide any function or service that is legally authorized to each, including, without limitation, the sharing of costs for such services; and

WHEREAS, in an effort to further advance their collaborative efforts, the Parties wish to enter into this Agreement to provide for the formation of an independent governmental entity, known as Ouray Fire Protection ~~District Authority~~ (the "Authority"), to be governed by a board (the "Board"), which shall improve the health, safety and general welfare of the public within the respective territorial boundaries of the Parties, intended to be coterminous with the boundaries of the County (as such boundaries presently exist and as they may be adjusted in the future).

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

ARTICLE I

GENERAL PROVISIONS

1.1 Term of the Agreement. This Agreement shall be in effect from the date first written above and remain in effect until terminated by the Parties in accordance with the provisions provided herein.

1.2 Ouray Fire Protection ~~District Authority~~. The Authority shall be known as Ouray Fire Protection ~~District Authority~~ and is a separate legal entity organized pursuant to Section 29-1-203(4), C.R.S., that is an independent governmental entity separate and distinct from the Parties. The Authority may provide, directly or by contract, fire protection, emergency medical, rescue and ambulance transport services, enforcement of fire prevention codes, hazardous materials response, and all other services typically provided by the Parties within their respective territorial limits (collectively, the "Fire Rescue Services").

1.3 Nature of the Authority. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to the Parties and the Fire Rescue Services. ~~To the extent possible, the~~ Parties do not intend that the Authority be considered an "enterprise" under Article X, Section 20 of the Colorado Constitution ("TABOR") and therefore will ~~not~~ maintain a three percent (3%) emergency reserve as required by paragraph (5) of TABOR. ~~Should it be determined that the Authority does not qualify as an "enterprise" for purposes of TABOR, The parties may dedicate to the Authority, or may reserve within their own funds, the 3% the~~ emergency reserves of the individual Parties's annual funding specified herein, which shall be available to the Authority should it become necessary to draw on an emergency reserve fund and thus the Authority's emergency reserve requirement under TABOR would be satisfied. The Authority boundaries shall consist of the combined territorial boundaries of the Parties, which shall be the boundaries of the County.

1.4 Termination. This Agreement shall terminate upon any of the following occurring:

- a. Withdrawal of all but one (1) of the then-current Parties; or
- b. Written agreement of the Parties; or
- c. Non-appropriation event, as set forth in Article 6.2.

1.5 Withdrawal of Parties. Any Party may withdraw from this Agreement and the Authority by ~~super~~-majority vote of the withdrawing Party's governing body. Withdrawal shall be effective as of January 1 of the year that begins at least ~~twelve-six~~ ~~(six)~~¹² months after the written notice of withdrawal is provided to the other Parties. Upon withdrawal, the Parties shall confer in good faith on the return of any assets, property, or personnel that were transferred to the Authority by the withdrawing Party. Prior to providing written notice of withdrawal, the Parties agree to meet and confer in good faith to resolve and confer on any existing concerns or disputes, at least one (1) month prior to any written notice of withdrawal, with representatives from each Party at the highest practicable staff level participating (e.g. Fire Chief, City Administrator, County Manager or equivalents).

1.6 Addition of Parties. The Board may determine to add entities to the Authority under such terms and conditions as the Board deems appropriate and pursuant to a ~~super~~-majority vote of the Board.

1.7 Principal Place of Business. The principal place of business of the Authority shall be 251 N. Railroad St, Ridgway, CO 81432, unless otherwise established by the Authority Board.

1.8 Governing Board. The Authority shall be governed by ~~the Board~~^{a board} ~~of five~~ ~~(5)~~ ~~members~~ ~~(the "Board")~~ in which all administrative and legislative power of the Authority is vested.

- a. Number and Voting Rights. The Board shall initially be comprised of ~~one~~ ~~(1)~~⁵ ~~members~~ ~~from appointed by~~ each Party's governing bodies (each a "Member"), and the Ouray County Sheriff who shall serve on the Board in an ex-officio, advisory, non-voting capacity. Each Member's term on the Board shall coincide with the term that individual Member has been elected or appointed to serve on behalf of his or her respective Party. Each Member from each Party is entitled to cast one vote on any matter that comes before the Board, if that Party contributes at least \$30,000.00 annually to the Authority. Any Party that contributes less than \$30,000.00 annually to the Authority, shall only be entitled to participation on the Board by its Member in an ex-officio, advisory, non-voting capacity. Any Party that contributes \$500,000.00 or more annually to the Authority, shall be entitled to an additional voting Board Member.
- b. Eligibility. To be eligible to serve on the Board, a Member must have been elected to the governing board of one of the Parties for a term not to exceed four (4) years, or otherwise appointed on an at-will basis to serve on the Board by the governing board of one of the Parties for a term not to exceed four (4) years.
- c. Vacancy. A vacancy may arise on the Board through resignation, death, removal by the appointing Party, disability of any such Member or loss of eligibility to serve on the Board.
- d. Appointment. A vacancy may be filled through appointment as determined by the majority vote of the ~~Board of Directors~~^{governing body} of the Party of which the vacating Member was originally associated with and appointed by.
- e. Quorum. To form a quorum, at least half of the seated Members must be present at a regular or special meeting of the Board. The Board may not hold a meeting or take formal action if a quorum is not present. A Member shall be deemed present by either in-person or electronic attendance at a meeting.

- f. Decisions. Decisions of the Board shall only be made 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 Board shall be made by a majority of the quorum present at a particular meeting, which shall not be less than three (3) members under any circumstances.

1.9 Meetings of the Board.

- a. Notice of Meetings. The Board shall annually designate, at its first regular meeting of each calendar year, the public posting location(s) within the boundaries of the Authority for providing full and timely notice to the public of all regular and special meetings in accordance with Section 24-6-402(2)(c), C.R.S., as amended.
- b. Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by the Board. The Board may change the time and place of meetings throughout the year in compliance with applicable law and reflected in the relevant posted meeting notice.
- c. Special Meetings. The Board may conduct special meetings, which may be called by the Board at such times as it may determine to be necessary, provided that notice of the time, place, and business of such meeting is provided to the public in accordance with applicable law.
- d. Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session in accordance with Section 24-6-402(4), C.R.S., as amended.
- e. Electronic Attendance. Members may participate by telephone or other technology that allows them to participate in a meaningful manner, with advanced notice to the Board President. Any meeting which is held completely by remote means shall provide the relevant information for the public to join the meeting in the posted notice of the meeting.
- f. Minutes. The Secretary or designee shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each Member of the Board for consideration and approval at the next meeting.
- g. By-Laws. The Board may adopt such by-laws, rules and regulations as necessary for the conduct of its meetings and affairs.

1.10 Colorado Governmental Immunity Act. As a separate governmental entity created pursuant to Section 29-1-203(4), C.R.S., the Authority, and its officers, employees, and volunteers, shall receive and enjoy all of the privileges, immunities and defenses afforded under federal or state constitutional, statutory or common law, including but not limited to, those provided to a "public entity" under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

ARTICLE II

OFFICERS AND EMPLOYEES

2.1 Officers. The Board ~~of Directors~~ shall elect from its membership a President, Vice President, Secretary, and Treasurer who shall be the officers of the Board and of the Authority. A single ~~Member Director~~ may serve as both the Secretary and Treasurer at the discretion of the Board. The officers shall be elected by a majority of the ~~Members Directors~~ voting at such election. The Board may, from time to time appoint an acting officer in the absence of any individual officer. The election of the officers shall be conducted biennially at the first regular meeting of the Board in January. Each officer so elected shall serve for a term of two years, which term shall expire upon the election of his or her successor or upon his or her reelection to that office. An officer may be removed from their officer status by ~~super~~-majority vote of the Board. The Board may also choose to appoint a Recording Secretary, which appointee need not be a Board member. Said officers shall perform the duties normal for said offices, including the following and such other duties as may be imposed by the Board:

- a. President. The President shall act as the Chair of the Board and shall preside at all meetings. Except as otherwise authorized by the Board, the President shall sign all contracts, deeds, notes, debentures, warrants and other instruments authorized to be executed by the Board on behalf of the Authority, except contracts or agreements that may be signed by the Fire Chief of the Authority, as herein provided.
- b. Vice President. The Vice President shall perform all of the President's duties in the absence of the President.
- c. Secretary. The Secretary shall be responsible for overseeing the records of the Authority; may act as Secretary at meetings of the Board and record all votes; shall be responsible for ensuring a record of the proceedings of the Board is prepared in a visual text format that may be transmitted electronically, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be the custodian of the seal of Authority. The Secretary shall have the authority to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.
- d. Treasurer. The Treasurer shall be authorized to invest or cause to be invested all surplus funds or other available funds of the Authority in permitted investments authorized by law or as specified by the Board. The Treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of Authority in accordance with adopted record retention schedules and applicable law. The accounting function shall be provided by an independent contractor or properly qualified employee under the supervision of the Fire Chief and Treasurer and shall be reviewed at least quarterly by the Board.
- e. Recording Secretary. The Board shall have the authority to appoint a recording secretary who need not be a member of the Board, and who shall be responsible for recording all votes and composing a record of the proceedings of the Board in a visual text format that may be transmitted electronically, which shall be the official record of the Board. The recording secretary (and other officers and Board members) shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

2.2 Fire Chief. The Board shall appoint a fire chief to manage the Authority ("Fire Chief"), who shall serve on an at-will basis at the pleasure of the Board.- The appointment shall occur in accordance with C.R.S. § 24-6-402(3.5); provided that the Board shall have authority to appoint

an interim Fire Chief while the statutory appointment process is pending. On behalf of the Authority, the Fire Chief shall carry out all of the operational and administrative responsibilities to provide the Fire Rescue Services and shall be subject to the supervision and oversight of the Board. Those powers not delegated to the Fire Chief shall be reserved to the Board. In addition to those powers and responsibilities which are specifically delegated by the Board, the Fire Chief shall have all powers and authorities provided to a fire chief under Section 32-1-1002, C.R.S., 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. The Fire Chief shall have the authority to oversee maintenance and operation of all facilities and to make such personnel decisions as deemed appropriate, including without limitation, decisions as to organization, staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.

2.3 Other Employees, Contractors or Consultants. The Board shall have the power to appoint, employ, or contract with such other persons, agents, and consultants for the purpose of providing professional, technical or consulting services as may be necessary for the purposes of this Agreement, including but not limited to legal, accounting, and investment services.

ARTICLE III

POWERS OF THE AUTHORITY

3.1 General Powers. The Authority shall exercise, in the manner herein provided, the common powers, which are lawfully authorized to the Parties, as provided by the laws of the State of Colorado, and all incidental, implied, expressed or necessary powers for the accomplishment of the purposes of this Agreement as provided herein. Such powers shall include, but are not limited to, any lawful powers applicable to the provision of fire and rescue services under Title 32 and other applicable law. The Board shall exercise the Authority's powers unless otherwise designated by this Agreement, applicable law, or delegation of the Board. The Authority shall not have the power to levy taxes. The County and the County Sheriff reserve jurisdiction over significant wildfire incidents (including those expected to result in personal injury and/or over \$100,000.00 in property damage or involve state and/or federal assistance) which require the Sheriff to act as Fire Warden under C.R.S. §§ 30-10-512 through 30-10-513.5, and the County to activate the Emergency Operations Center pursuant to C.R.S. § 24-33.5-709 and the County Multi-Jurisdictional Emergency Operations Plan (County Resolution 2024-043, as amended).

3.2 Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to, the following:

- a. To make, and enter into, and perform contracts, including those with the parties hereto, for goods or services of every kind as authorized by law with other 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.
- b. To employ all necessary personnel on an at-will basis unless as otherwise provided for civil tenure or similar employment protections in accordance with C.R.S. § 32-1-1002 or other applicable law.
- c. To acquire, construct, manage, maintain, and operate any buildings, works, improvements

- or other facilities.
- d. To acquire, hold or dispose of property.
 - e. To sue and be sued in its own name.
 - f. To incur debts, liabilities, or obligations as may be permitted by law, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of either of the Parties to the extent and in the manner permitted by law, and borrow money and, from time to time, 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~~ unsecuritized interest or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; and providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority's assets; and further providing that no obligation of the Authority shall be or become an obligation of either of the Parties without the express written consent of such Party.
 - g. To apply for, accept, receive and disperse grants, loans and other aid from any governmental entity or political subdivision thereof.
 - h. To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Authority determines is advisable, in accordance with the laws of the State of Colorado.
 - i. To administer and enforce the Fire Code adopted by the Authority, and as adopted or consented to by other municipalities and counties within the Authority's service area.
 - j. To provide ambulance services or to contract with a provider of ambulance services within the Authority's service area through any lawful means, including but not limited to an exclusive service agreement, performance standards or other provisions as deemed appropriate by the Board.
 - k. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.
 - l. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.
 - m. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.
 - n. To 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 or any other party, to the extent permitted by law and the terms of such contracts and agreements.

- o. To carry out and enforce all provisions of this Agreement.

ARTICLE IV

ORGANIZATIONAL PROCEDURE

4.1 Delegation of Powers, Duties and Responsibilities.

- a. Each of the Parties delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the facilities, equipment, resources and property, assigned or transferred to the Authority by this Agreement or future action of any Party, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide the Fire Rescue Services to all persons and property within the service area of the Authority.
- b. The Authority is hereby empowered to provide fire protection and/or emergency rescue services to persons and property outside the boundaries of the Authority (or federal land, or any areas serviced by any non-profit volunteer fire agency inside the boundaries) by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority per mutual aid and auto aid agreements.

4.2 Authority Fund. The Board shall establish all necessary Authority Funds to account for all financial transactions of the Authority in accordance with generally accepted accounting principles. The Authority shall open necessary bank accounts on or around January 1, 2027~~6~~ to maintain Authority funds, which shall be separate and distinct from any account that is owned and maintained by either of the Parties, and shall maintain appropriate custodial and/or investment policies for the appropriate receipt and keeping of such funds. To initiate the funding of the first operational account of the Authority, the Parties intend to transfer the following amounts to the Authority as of January 1, 2026~~7~~:

a.	RFPD:	\$ _____
b.	OFPD:	\$ _____
c.	LHFPD:	\$ _____
d.	City:	\$ _____
e.	County:	\$ <u>1,558,048.60</u> _____

ARTICLE V

PERSONNEL, ASSETS AND PROPERTY

5.1 Transfer of Personnel, Assets and Property. In accordance with the Authority's obligation to provide the Fire Rescue Services on behalf of the Parties, the Parties intend to assign to the Authority, beginning January 1, 2027~~6~~ (the "Personnel Transfer Date"), the necessary personnel, assets and property as more specifically provided below, and consistent with Article VI. The Organizational Chart of the Authority is attached hereto as **Exhibit A**. 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 the Fire Rescue Services, which may be subject to necessary approval(s) for leased or similar assets previously held by the Parties.

5.2 Personnel. It is the intent of the Parties that on or before the Personnel Transfer Date, all personnel of the Parties necessary to provide the Fire Rescue Services, including both paid and volunteer positions, shall be transferred to and managed by the Authority. Transferred personnel and positions shall be agreed upon and assigned by the respective Parties on or before the Personnel Transfer Date. As of the Personnel Transfer Date, the Authority shall:

- a. Provide all management, payroll, supervision and human resources related services for all personnel.
- b. Adopt the necessary rules, regulations and procedures that shall govern personnel matters.

During the term of this Agreement, all personnel hired by the Authority shall be employees or volunteers of the Authority subject to the terms and conditions in effect, as stated in the Authority rules and regulations, as amended from time to time. All of the time that a transferred employee or volunteer has spent with either of the Parties shall be considered as time spent with the Authority for the purpose of determining any conditions or benefits received from the Authority.

5.3 Assets and Property. As of January 1, 2027⁶, the assets and property [****COMMENT: Would this include fire stations of the respective districts/municipalities and locations? Maybe a separate exhibit with a chart showing the districts, locations, etc.****] of each Party identified in **Exhibit B**, are hereby assigned to the Authority to be used and managed jointly for the provision of the Fire Rescue Services. The Parties shall execute lease, conveyance or other documents as deemed reasonably appropriate by the Authority and the Parties to document such assignment, including any necessary lease(s), right(s) of reverter, and/or other contractual documents to protect the Parties' interests upon any potential dissolution of the Authority. The Parties acknowledge that the assets and property assigned to the Authority may be modernized, modified, replaced or disposed of by the Authority, and that any new assets or property acquired by the Authority shall be titled in the name of the Authority.

ARTICLE VI

BUDGET: MAINTENANCE, OPERATIONS AND OTHER COSTS

6.1 Annual Budget.

- a. The Board shall comply with all budgeting requirements of the Local Government Budget Law of Colorado, Section 29-1-101 *et seq.*, C.R.S., as amended, and adopt a preliminary budget (including a budget request to the Parties) for maintenance and operation costs, capital costs, and costs of other services in accordance with the budget schedules of the Parties, which budget may be amended from time-to-time based on changes in revenue projections made by the Parties. The Board shall submit the budget to the respective governing bodies of the Parties. The budget shall become the Authority budget only after approval of the appropriations by the respective Parties and final approval by the Board. With each annual budget request to the Parties, the Authority shall also submit an annual report on the feasibility and progress of converting to a County-wide Fire Protection District with its own taxing authority and impact fee authority, through consolidation, re-districting, and other measures allowed under C.R.S. §§ 32-1-602, 32-1-401, 32-1-1107, and other applicable law.

- b. The Parties shall each appropriate approximately a full quarter of the Authority's operating funds by January 1, 2027~~6~~5, [**COMMENT: Is each member responsible for 1/4 of the Authority's operating funds? Or should this value be equivalent to the contributions in Section 4.2?**) in the amounts provided in Article 4.2 of this Agreement.
- c. The Parties shall appropriate revenue for the Authority and will transfer their respective portions of such revenue on a monthly basis, at the beginning of each month, beginning on or before January 1, 2027~~6~~5. The Board is authorized to approve other arrangements for transfer of revenue by the Parties, provided the financial security of the Authority is not impaired. For example, the Parties and Authority may reserve the right to stipulate on a revenue level and then stipulate to a corresponding mill levy (less the sums to be retained by Districts for wind-down and pensions), and the County could then levy that amount on a County-wide basis, as the Authority would lack direct taxing ability. The amount of revenue appropriated by each Party shall be calculated in the following manner:
1. Districts – The Districts receive their revenue from property tax mill levies and specific ownership taxes and shall appropriate to the Authority the amount of revenue generated by their respective mill levies, as annually certified to the County, less \$ _____ to cover administrative costs of the Districts. The Districts shall not contribute to the Authority any revenue designated for volunteer pension fund purposes. Furthermore, the District shall continue to satisfy their TABOR reserve requirements and shall not contribute to the Authority any funds that are to be appropriated to such reserve accounts. District revenue that is not allocated to these ongoing obligations, and not otherwise appropriated on a monthly basis, shall be appropriated to the Authority at or near the end of the fiscal year.
 2. City –
 3. County –
- d. The Board may present requests for supplemental appropriations to each Party. For the purposes of this Agreement, "supplemental appropriations" shall mean any appropriation made above and beyond the annual appropriation made during the budgetary process.
- e. The Authority shall make available to each of the Parties a detailed statement of the final costs and expenses for the fiscal year allocated in the same manner as estimated expenses were allocated, as soon as possible after the close of each fiscal year.

6.2 Annual Appropriation. All financial obligations of the Parties incurred pursuant to this Agreement are expressly contingent upon the annual appropriation of funds by each Party, including but not limited to an annual budget request to all Parties in accordance with C.R.S. § 29-1-105 and other applicable law and budget requirements of each Party. In order to withhold the appropriation of funds to the Authority, the governing board of the non-appropriating Party must vote in favor of non-appropriation by a super-majority vote, consisting of a majority of governing members plus one voting in favor of the non-appropriation decision. Upon an event of non-appropriation by one Party, the remaining Parties that have appropriated funds may, in their sole discretion, terminate this Agreement effective as of the last day of the year in which funds have been appropriated by the remaining Parties, or choose to continue this Agreement in effect, in which case the Authority shall adjust the level of service and funding consistent with the revenues available from the remaining Parties. If all Parties fail to appropriate funds under this

Agreement for a given fiscal year, unless otherwise agreed to by the Parties, this Agreement shall terminate effective as of the last day of the year in which all Parties have appropriated funds.

6.3 Records and Accounts. The Authority shall provide for the keeping of accurate and correct books of account, showing in detail the capital costs, cost of special services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of any Party or by the accountant or other person authorized by any Party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis. The Board shall present the result of such audit to the Parties not later than thirty (30) days after receipt.

ARTICLE VII

OWNERSHIP OF PROPERTY

7.1 Real and Personal Property. So long as this Agreement remains effective, the Authority shall hold all right, title and interest in any and all real and personal property assigned to the Authority by the Parties or acquired by the Authority after the effective date of this Agreement, unless such property is disposed of in compliance with the terms of this Agreement.

7.2 Asset Inventory Schedules. The Authority shall maintain separate asset inventory schedules for any and all property transferred from the Parties that ~~is held remains~~ under the ownership of the Authority.

ARTICLE VIII

DISPOSITION OF PERSONNEL AND ASSETS UPON TERMINATION

8.1 Personnel. Upon termination of this Agreement, the personnel originally transferred to the Authority shall return to the management and control of the Party that transferred them to the Authority. All other employees shall be deemed terminated as of the date of termination of this Agreement. The Parties shall engage in good faith negotiations related to the transfer of personnel hired directly by the Authority and shall include the personnel in the negotiations; however, the Parties retain the sole discretion to make the final determination of transfer of personnel.

8.2 Transferred Assets and Property. Upon termination of this Agreement, the assets or property of the Authority shall be disposed of as follows:

- a. First, All assets and property acquired by the Authority from contributions from the Parties shall be returned to the contributing Party if said assets or property are still owned by the Authority. If assets or property contributed to the Authority are not in existence, the contributing Party shall have the option of receiving the fair market value of the asset or property at the time of disposal by the Authority in either cash (if available) or assets or property of the Authority acquired from funds provided by the Parties.
- b. The Parties may agree to dispose of any assets or property of the Authority in any other acceptable manner.
- c. If the Parties cannot agree on the disposition of certain assets or property of the Authority,

said assets or property shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated to the Parties in the same proportion as the respective contribution of funds by the Parties for acquisition of the asset or property.

8.2 Division of Authority Assets and Liabilities. Upon termination of this Agreement, the Parties will work in good-faith to determine how best to allocate Authority assets and liabilities between the Parties, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible fire rescue services within the boundaries of the Parties. The Parties shall memorialize the terms of their accord in a written agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, registered or certified, postage prepaid, and return receipt requested, or upon email notice if approved in advance, to:

RFPD:

[Contact Information]

OFPD:

[Contact Information]

LHFPD:

[Contact Information]

City:

[Michelle Metteer, City Administrator](#)
[320 6th Avenue, PO Box 468](#)
[Ouray, CO 81427](#)
[970-318-9701](#)
mmetteer@cityofouray.com
[Contact Information]

County:

[Antonio Mendez, County Manager](#)
[541 Fourth Street, PO Box C](#)
[970-318-1075](#)
amendez@ourayco.gov
[Nate McCullough](#)
[\(970\)318-1229](#)
nmccullough@ourayco.gov

[ADD ALL PARTIES CONTACT INFO., TBD]:

9.2 Consent. Whenever any provision of this Agreement requires consent or approval of the

Parties, the same shall not be unreasonably withheld.

9.3 Amendments. This Agreement may only be amended in writing, signed by the Parties in furtherance of the purposes of this Agreement.

9.4 Severability. In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

9.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties.

9.6 Assignment and Delegation. A Party shall neither assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other Parties.

9.7 No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties hereto and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.

9.8 Governing Law; Venue; Jury Waiver. This Agreement is governed by Colorado law. The sole venue for any dispute concerning or arising out of this Agreement shall be courts of Ouray County, Colorado, with each Party responsible for its own attorney's fees and costs. The Parties agree that any judicial action concerning or arising out of this Agreement shall be decided by the court, sitting without a jury, regardless of the denomination of any claims that may be brought. All financial obligations of the Parties herein are expressly subject to the appropriation of funds on an annual basis pursuant to C.R.S. § 29-1-110, Article X, Section 20 of the Colorado Constitution, and other applicable law. The Parties and Authority reserve governmental immunity under C.R.S. § 24-10-101 et seq. and other applicable law.

9.9 Mediation. Prior to any Party commencing a judicial action concerning or arising out of this Agreement, the Parties shall first engage in mediation before a mutually acceptable mediator, with costs of the mediator to be split and paid equally by the Parties, subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date hereinabove written.

[Remainder of Page Left Blank, Signature Page Follows]

[Signature Page to Intergovernmental Agreement Establishing _____ Fire Rescue Authority]