

Gene A. Meisner  
Commissioner District One

Rocky L. Samber, Chairman  
Commissioner District Two

David G. Donaldson  
Commissioner District Three



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**OFFICE OF THE BOARD  
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2  
STERLING, COLORADO 80751

**AGENDA**

**Logan County Board of Commissioners  
Logan County Courthouse, 315 Main Street, Sterling, Colorado  
Tuesday, December 22, 2015 - 9:00 a.m.**

**Call to Order  
Pledge of Allegiance  
Revisions to Agenda  
Consent Agenda**

Approval of the Minutes of the December 15, 2015 meeting.

**Unfinished Business  
New Business**

The Board will open bids for the construction of a new bridge for bridge replacement project: LOG 56-73.9-158.

The Board will open proposals for the purchase of two new motorgraders for the Road and Bridge Department.

Consideration of the approval of Contract for Services between Logan County and the City of Sterling for the provision of ambulance service.

Consideration of the approval of a Motor Vehicle Lease between Logan County and the City of Sterling for ambulance vehicles.

Consideration of the approval of the Certification of Levies and Revenue for 2016.

**Other Business  
Miscellaneous Business/Announcements**

The next regular business meeting will be scheduled for Tuesday, December 29, 2015, at 9:00 a.m. at the Logan County Courthouse.

County Offices will close at noon on Thursday, December 24 and will be closed Friday, December 25<sup>th</sup> for Christmas.

County Offices will be open for regular business hours 8 a.m. - 5 p.m. on Thursday, December 31 and will be closed Friday, January 1<sup>st</sup> for New Years Day.

**Executive Session as Needed  
Adjournment**

December 15, 2015

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marie Granillo	Logan County Deputy Clerk
Rob Quint	Logan County Planning and Zoning
Dave Conley	Logan County Lodging Tax Board
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the December 8, 2015 meeting.
- Re-appointment of the following member to the Logan County Fair Board for a four-year term: Alynn Dyson – Grandstands & Security.
- Acknowledgment of the receipt of the Treasurer's Report for the month of November, 2015.
- Acknowledgment of the receipt of the Clerk and Recorder's Report for the month of November, 2015.
- Acknowledgment of the receipt of the Tourist Information Center Coordinator's report for the month of November, 2015.

Commissioner Meisner moved to approve the Consent Agenda for the December 15, 2015 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Commissioner Donaldson made a motion to approve the Logan County Lodging Tax Board Project request to the Tri on the Plains in the amount up to \$2,500. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve an application submitted by the City of Sterling for a license and vehicle permits for Logan County Ambulance Service and authorize the chairman to sign the permits. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2015-36 a Resolution to adopt the Logan County Budget for the calendar year 2016. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2015-37 to appropriate sums of money for Logan County for year 2016. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2015-38 to adopt the Logan County Pest Control District Budget for 2016. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2015-39 to appropriate sums of money for the Logan County Pest Control District for 2016. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2015-40 levying general property taxes for the year 2016 to help defray the costs of government for Logan County, Colorado for the 2016 budget year. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2015-41 levying general property taxes for the year 2016 to help defray the costs of government for the Logan Pest Control District for the 2016 budget year. Commissioner Donaldson seconded and the motion carried 3-0.

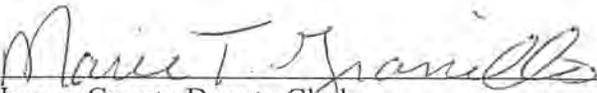
Commissioner Donaldson made a motion to approve Resolution 2015-42 for a Subdivision Exemption on behalf of Jacqueline Rae Castrup and Richard D. Wright to create a 5.50-acre tract from a 328-acre Agricultural parcel in an "A" Agricultural district in the NE1/4 of Section 16, T6N, R49W of the 6<sup>th</sup> P.M., Logan County, Colorado also known as 3929 CR 79, Fleming, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, December 22, 2015 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:19 a.m.

Submitted by:

  
Logan County Deputy Clerk

Approved: December 22, 2015

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Rocky L. Samber, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder

Gene A. Meisner  
Commissioner District One

Rocky L. Samber, Chairman  
Commissioner District Two

David G. Donaldson  
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**OFFICE OF THE BOARD  
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2  
STERLING, COLORADO 80751

**REQUEST FOR PROPOSALS**

The Logan County Board of Commissioners is accepting proposals for the purchase of two new motorgraders. Specifications are enclosed.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled by 9:00 a.m., Dec. 22, 2015. Said proposals will be opened at approximately 9:15 a.m. Tues., Dec. 22, 2015 at the Logan County Courthouse.

The Board of County Commissioners reserves the right to reject any proposal and to accept the proposal deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

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## ADVERTISEMENT FOR BIDS

BIDS DUE: DECEMBER 15, 2015  
9:00 A.M., MST  
LOGAN COUNTY COURTHOUSE  
315 MAIN STREET  
STERLING, COLORADO 80751

Logan County Bridge Replacement  
Structure LOG 56-73.9-158

The Board of County Commissioners of Logan County will receive sealed Bids on the construction contract for Bridge Structure LOG 56-73.9-158, (34.5 feet wide by 54 feet long crossing the Harmony No. 1 Canal) located 3.6 miles southwest of Crook on County Road 138, approximately 0.1 miles south of US Highway 138. The substructure consists of concrete abutments bearing on concrete footings, with a superstructure of prestressed concrete girders, guardrail and approach rail.

The Board of County Commissioners will receive Bids until 9:00 A.M., MST, Tuesday, December 15, 2015, at the Logan County Commissioners Office, Logan County Courthouse, 315 Main Street, Sterling, CO. Bids received after this time will not be accepted. All interested parties are invited to attend. Bids will be opened and publicly read aloud at that time.

Bid Security in the amount of five percent of the Bid must accompany each Bid in accordance with the Instruction to Bidders.

Drawings and Specifications may be examined at the Logan County Road & Bridge Department during normal business hours. Bona-fide bidders may request Drawings and Specifications from the office of the Consulting Engineer for a **thirty-five dollar (\$35)** non-refundable fee: DRAHT Consulting, LLC, 5026 Arrowhead Drive, Greeley, CO 80634, (970) 330-6019, Contact: Mr. Erich Draht, PE-PLS

The Logan County Board of County Commissioners reserves the right to accept or reject any or all Bids, to waive any informalities in the Bids and to make an award in any manner, consistent with the law, deemed in the best interest of Logan County.

**ADDENDUM NUMBER 1**

DATE: December 9, 2015

RE: Logan County  
Bridge Replacement Project  
Structure LOG 56-73.9-158

FROM: DRAHT Consulting, LLC  
5026 Arrowhead Drive  
Greeley, CO 80634  
Ph: (970) 330-6019

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated December 2, 2015, as noted below. **Receipt of this Addendum must be acknowledged** in the space provided with the Bid Forms. Bids submitted without acknowledgment of this Addendum may be subject to disqualification.

**CHANGES TO THE BID FORM:**

1. An additional Item has been added to the BID SCHEDULE:

ITEM 206 DEWATERING Lump Sum Amount (LS)

2. Revision of Section 206, Excavation and Backfill for Structures (Dewatering)

3. The BID OPENING DATE has been extended one week. INFORMATION FOR BIDDERS (Document No. 2, Page 1 of 3) is revised as follows: BIDS will be received by Logan County (herein called the "OWNER"), at 315 Main Street, Sterling, CO 80751 until 9:00 A.M., MDT, Tuesday, December 22, 2015, and then at said office publicly opened and read aloud.

END OF ADDENDUM

CONTRACT FOR SERVICES  
BETWEEN THE CITY OF STERLING AND LOGAN COUNTY  
FOR THE PROVISION OF AMBULANCE SERVICE

1. AGREEMENT. The Parties to this Contract for Services for the provision of ambulance service ("Agreement") are: the CITY OF STERLING, Colorado, a municipal corporation, ("City"), and the COUNTY OF LOGAN, a body politic and corporate, ("County"); collectively referred to as the "Parties" and individually as "Party".

2. RECITALS AND PURPOSES. Article XIV, Section 18 of the Colorado Constitution and §29-1-201 *et seq.*, C.R.S., provide for, and encourage, local governments and political subdivisions of the State of Colorado to make efficient and effective use of their powers and responsibility by cooperating and contracting with other governmental entities. Pursuant to §31-15-201(f), C.R.S., and §30-11-1107(1)(g), C.R.S., each of the Parties is statutorily authorized to provide Ambulance Service within their respective jurisdictions. The Parties to this Agreement each deem it to be in the best interests of the public's health, safety, and welfare to provide organized ambulance service within the jurisdictional boundaries of the City and County, and any other jurisdictions through mutual aid and assistance agreements approved by the County and the City. Accordingly, the Parties desire to enter into this Agreement for the purpose of integrating their resources to provide Ambulance Service in the City of Sterling, all of unincorporated Logan County, and other fire districts and jurisdictions located within Logan County. Therefore, in consideration of the mutual covenants and obligations expressed herein, the Parties covenant, acknowledge, and agree to the following terms and conditions regarding this Agreement to provide such services.

3. DEFINITIONS. For the purposes of this Agreement, the following definitions of terms and phrases shall apply:

3.1 "Ambulance Service" shall mean the furnishing, operating, conducting, or engaging in the transportation of patients by vehicles that are specifically designated for such transport of patients. The term shall also include the rendering of emergency medical services, including advanced life support, at the scene of the incident or emergency and the provision of such services during the transport of the patient to a medical facility.

3.2 "City Capital Assets" shall mean the City Fire Station and all that part of the Combined Capital Plant that is, as of the execution of this Agreement, owned by the City. The City Capital Assets are listed on Exhibit A, attached hereto and by this reference incorporated herein.

3.3 "Combined Capital Plant" shall mean all corporeal and incorporeal assets now owned and used in connection with the provision of fire protection and abatement services and ambulance services by either the City or County, whether

as land, easements, buildings, fixtures, vehicles, ambulances, fire engines, ladder trucks, pumper trucks, computer equipment, and personal equipment and personal property of the City or County used in connection with the provision of fire protection and abatement and ambulance services, including (but not limited to) the City Fire Station and all equipment therein, and the storage facilities at the Logan County Fairgrounds. "Combined Capital Plant" shall also include all additions, substitutions, replacements or improvements made thereto. The "Combined Capital Plant" includes the City Capital Assets and the County Capital Assets.

3.4 "County Capital Assets" shall mean the storage facilities provided by the County at Logan County Fairgrounds or other locations (by mutual agreement between the City and the County), ambulance vehicles, uniforms and personal protective equipment supplied for six (6) FTE firefighters/EMTs, computers and computer equipment supplied by the County, and the medical equipment provided for ambulance vehicles. The County Capital Assets are listed on Exhibit B, attached hereto and by this reference incorporated herein.

3.5 "Emergency Medical Response" shall mean a response to an emergency or other incident to assist a member of the public who is experiencing a medical emergency due to an injury, illness, accident, disaster, or acts of nature, and which may require extrication, emergency medical assistance, and initial first aid assistance and care pending ambulance transport.

4. TERM. This Agreement shall be effective at 12:00 am on January 1, 2016 ("Effective Date"), and shall continue thereafter until 11:59 pm, December 31, 2018 unless sooner terminated in accordance with the provisions of paragraph 10 herein. Notwithstanding the term set forth herein, the Parties acknowledge that the financial obligations of each Party arising hereunder constitute multi-year financial obligations as defined by Article X, Section 20 of the Colorado Constitution, and therefore such obligations are subject to annual appropriation by the respective governing boards of each Party.

5. STATEMENT OF INTENT. It is the intention of the City and County that, under the terms of this Agreement, the City will operate ambulance service through its Fire Department, using City personnel and the Combined Capital Plant, and that such service will be provided within the jurisdictional boundaries of the City, and the County (including all Logan County fire districts), and any other jurisdictions as may be approved by separate agreement between the County, the City, and that jurisdiction. It is further intended that ambulance service will be furnished in the same manner within the City and the County except where such like treatment is impossible or impractical, or except as expressly provided otherwise in this Agreement. The parties intend that billing rates for ambulance service shall be determined solely by the County and that all revenues from the provision of ambulance service shall be billed and collected by the County or its agents, and shall be retained and owned solely by the County. The City shall have no right to share in any revenues collected or profits realized, nor any obligation to share in any operating losses. Even though the services to be provided hereunder will result from the combined resources of the City and the County, the parties intend that all costs

directly attributable to the provision of ambulance service shall be borne by the County, consistent with the Primary Intergovernmental Agreement between the parties, dated July 26, 1989, a copy of which is attached as Exhibit D. It is the desire of both parties that the operations and maintenance of the Combined Capital Plant will accomplish a combined cost savings through efficiency in operations, and that both parties will cooperate with each other to accomplish a smooth transition from separate operations.

6. TRANSFER OF POSSESSION, USE AND CONTROL OF COUNTY CAPITAL ASSETS.

6.1. The County will transfer exclusive possession, use and control (but not ownership) of the County Capital Assets to the City for the duration of this Agreement. Such transfer does not include the enclosed heated storage facilities provided by the County for storage of City Fire Department equipment. It is expressly understood and agreed that said enclosed heated storage facility, if practical, will be used coextensively by both the City and County. If it is not practical for both parties to coextensively utilize said enclosed heated storage facilities provided by the County, the County promises and agrees to construct whatever reasonable interior barriers are reasonably necessary to segregate securely said City Fire Department equipment. The County shall retain legal ownership of the County Capital Assets, but exclusive possession, use and control of such County Capital Assets shall be vested in the City, subject to the terms of this Agreement. With respect to the storage facilities provided by the County for storage of City Fire Department equipment, the City will possess and control physical space within the facilities provided by the County for storage of equipment that will be displaced due to housing ambulances at the Sterling Fire Department firehouse.

6.2. The City shall continue to have exclusive possession, use and control of the City Capital Assets.

6.3. After the turnover of the County Capital Assets to the City, the City shall manage and operate the Combined Capital Plant as a complete and single unit for the purpose of providing central fire protection and ambulance services to persons and parties within the City and County as well as persons and parties located in eastern Weld County and northwestern Washington County that, at the time of the execution of this Agreement, have historically been provided with fire protection and ambulance services by providers located within Logan County, Colorado.

7. COUNTY RESOURCE CONTRIBUTIONS FOR AMBULANCE SERVICES. In support of the provision of the ambulance services contemplated by this Agreement, the County agrees to contribute the following capital assets, supplies, functions and financial resources:

7.1 Capital Assets. The County shall provide for the duration of this Agreement, at its sole cost, ambulance vehicles, equipment, and secured storage area as follows:

- a. Ambulance vehicles, fully equipped as required by regulations of the Colorado Department of Public Health and Environment, in sufficient number to adequately provide ambulance service coverage to all areas of the City and County and any mutual aid areas, and the replacement or repair of such vehicles and/or equipment when age, mileage or condition require, all as determined solely by the County, after first consulting with the City;
- b. Computer equipment, for ambulance service billing purposes, data collection and ambulance service administration;
- c. Secure, enclosed and heated storage facilities at facilities provided by the County for storage of City Fire Department equipment that will be displaced due to housing ambulances at the City firehouse;
- d. Personal Protective Equipment and uniforms, including repair and replacement as reasonably necessary, for six (6) FTE firefighters with Emergency Medical Technician (EMT) certification; and,
- e. Bedroom furnishings (*i.e.* beds, lockers, etc.) for use in the City Firehouse living quarters to accommodate six (6) FTE firefighters.

7.2 Supplies. The County shall provide, at its sole cost, supplies for the provision of ambulance service as follows:

- a. Medical supplies for ambulance vehicles as required by regulations of the Colorado Department of Public Health and Environment; and,
- b. Fuel, oil, fluids and any other supplies required for operation and maintenance of ambulance vehicles.

7.3 Functions. The County shall provide, at its sole cost, the following functions in the provision of the ambulance service:

- a. Billing and collection of service fees for ambulance service, using its own personnel or agents contracted by the County, including the establishment of billing rates; and,
- b. Determination of ambulance vehicle fueling vendors, and providers of vehicle maintenance and repair services.

7.4 Financial Contributions. The County shall reimburse the City its costs, or otherwise pay the costs, for the following:

- a. Salaries and benefits for six (6) full-time equivalent (FTE) firefighters with Emergency Medical Technician (EMT) qualifications;

- b. Annual training expenses and re-certification expenses;
- c. Costs associated with physical examinations and job-related inoculations for six (6) FTE firefighters/EMTs;
- d. Reimbursement to City for all overtime compensation required by Fair Labor Standards regulations which accrues as a result of providing ambulance services by on-duty firefighters;
- e. Reimbursement to City for all overtime compensation required by the Fair Labor Standards regulations which accrues as a result of providing emergency ambulance service or non-emergent inter-facility transfers by personnel who are off-duty Sterling Fire Department employees;
- f. Reimbursement to City for all costs associated with use of independent contractors or part-time City employees in providing non-emergent inter-facility transfers;
- g. Reimbursement to City for all costs associated with paying City Fire Department personnel for time committed to being in "on-call" status for responding to ambulance service calls;
- h. Reimbursement to City for any other reasonable expenses necessarily incurred by the City as a consequence of providing the emergency medical services required by this Agreement, which are recognized as customary and necessary operating expenses within the emergency medical services industry. The City shall endeavor to provide the County reasonable and prior advance notice of the anticipated need for such expenditures, including a description of the item and any available purchasing or pricing options, and confer with the County as to the best value. The City shall not purchase any items or incur any expenses that will cumulatively exceed in any calendar year three percent (3%) of the total annual operations budget set forth in Exhibit C for that year, without the prior written approval of the County;
- i. Payment to City of an Administrative Fee as reimbursement for additional costs associated with the City's administration of the ambulance services provided hereunder (e.g., secretarial, clerical, and administrative personnel costs), in the amount budgeted in Exhibit C;
- j. Costs incurred for the required services of a Medical Director for the ambulance service;
- k. Reimbursement for additional costs incurred by the City in acquiring

workers compensation insurance, and errors & omissions, malpractice, and similar liability insurance coverage for City personnel engaged in providing the ambulance services contemplated by this Agreement; and,

1. Ambulance dispatch services to be provided by the City's Emergency Communications Center, in the amount budgeted as set forth in Exhibit C. The dispatch center will bill the County for ambulance services on a per call basis pursuant to the existing standard practices of the dispatch center

8. AMBULANCE SERVICES PROVIDED BY CITY. Using the Combined Capital Plant, the City's fire department personnel, and the financial resources provided by the County, the City agrees to furnish ambulance services and provide professional emergency medical response from its firehouse to persons in the City, County, fire districts, and such other jurisdictions as may become or presently are parties to mutual aid and assistance agreements. The City will manage, operate and maintain the Combined Capital Plant, except as otherwise provided in this Agreement, and will be responsible, through its appointed Fire Chief, for conducting all ambulance service operations. In furtherance of the mutual objectives contemplated by this Agreement, the City covenants specifically as follows:

- 8.1 Performance Requirements and Standards for Quality Assurance. To insure a high level of patient care, and compliance with applicable state laws and state and county regulations, the City shall:
  - a. Employ and manage the ambulance staff and all pertinent staff. The primary response ambulance shall have, at a minimum, two EMT-Basic certified personnel, with Advanced Life Support personnel available by pager 24 hours per day, seven days per week. The backup response ambulance shall have, at a minimum, two EMT-Basic certified personnel available 24 hours per day, seven days per week. The on-duty backup response ambulance personnel may be assigned for non-emergent transport service when on standby, provided that an equivalent number of off-duty qualified personnel are available for immediate recall to emergency backup response standby status for the duration of time required to perform the non-emergent service. BLS or ALS level of care may be provided for non-dispatched calls for non-emergent service when such service does not adversely affect the service standard described above for dispatched emergency calls;
  - b. Provide or contract for the provision of in-service training or continuing education for the staff described in subsection a., above, and shall associate with a Medical Director as required by state regulations and the Logan County EMS Resolution;
  - c. Develop a minimum and regular Staffing/Equipment Levels Management Plan to insure managed deployment of ambulances for

emergency medical response during each hour and day of the week, and adequate staffing for normal work periods, special events, critical incidents, multi-casualty, and natural and technological disasters, including a plan for integration into the National Incident Management System and the Local Emergency Operations Plan;

- d. Meet or exceed the following emergency medical response dispatch Response Time Standard (exceptions only allowed in instances considered beyond the reasonable control of the City): Enroute Time a maximum of three (3) minutes from the initial tone from the Sterling Emergency Communications Center. Response to emergency calls downgraded to non-emergent, or original non-emergent calls, shall be made without undue delay, subject to the availability of idle staff and vehicles;
- e. Develop a re-supply policy for first responder units with disposable medical supplies that are expended when treatment has been provided by first responder personnel in accordance with EMS treatment protocols;
- f. Communicate with the County when inquiries and complaints are received concerning the provision of ambulance service to enable the County follow-up that is required by the ambulance service complaint provisions of the Logan County Emergency Medical Services Resolution, a copy of which is attached as Exhibit E;
- g. Maintain good working relationships with all other health care providers, first responders, law enforcement, fire, rescue and dispatch organizations and their personnel;
- h. Timely apply for an annual ambulance service license and vehicle permits as required by the Logan County EMS Resolution, the fees for which shall be waived by the County as allowed by C.R.S. section 25-3.5-301;
- i. Record call volume and response time data, including total calls, transport, non-transport and cancelled, emergency and non-emergent; on scene times, number of ambulances dispatched, and calls for service, and provide such data to County upon reasonable request. The City shall also document each instance wherein a presumptively defined emergency call resulted in a response time in excess of the standard and shall supply the reason for the delayed response time, including a summary of the steps taken by the City to eliminate the cause of the delayed response;
- j. Consistent with required state protocols, require ambulance personnel to

complete, for each patient contacted, an approved HIPAA compliant patient care record and provide such record to the appropriate persons or agencies;

- k. Furnish ambulance personnel with Equipment Failure Report Forms, and require staff to prepare such forms in conjunction with and equipment maintenance and repair program;
- l. Insure that all state certified EMS personnel maintain in current, unexpired status the indicated certification; and,
- m. Comply in all respects with the Logan County Emergency Medical Services Resolution and applicable regulations of the Colorado Department of Public Health and Environment.

8.2 Recordkeeping. The City shall timely prepare and maintain accurate records of ambulance services provided as may be reasonably required by the County or its agents for purposes of billing services provided to users, and timely submit such records or reports to the County or its designee. In the preparation and transmittal of such records, the City shall comply with all state or federal patient privacy laws, including the Health Insurance Portability and Accountability Act ("HIPAA"), and implement the required privacy and security protocols. The City shall prepare, maintain and provide to the County, on a monthly basis, expense statements showing current month and accrued year-to-date expenses for all items which the County is obligated to reimburse the City under this Agreement with sufficient detail to enable the County to compare expense accruals with the County's budgeted limitations for such expenses. The City shall prepare and maintain an up-to-date inventory of all City Capital Assets (Exhibit A) and all County Capital Assets (Exhibit B) in its possession for the duration of this Agreement. Exhibits A and B are living documents which shall be revised and updated annually by separate written addendum, as provided in section 9.1, below, for the review and revision of the budget and capital improvement plan. All records maintained by the City pursuant to this Agreement will be available for audit by the County or its representatives upon reasonable advance notice and for at least three (3) years after the termination of this Agreement.

8.3 Reporting. The City shall prepare and provide to the County quarterly ambulance call activity reports. The City shall prepare and submit monthly, itemized statements of charges incurred in the prior month, payable by the County as the expenses the County is obligated to reimburse the City pursuant to the terms of this Agreement, and provide supporting documentation of such expenses.

8.4 Dispatch Services. The City shall provide, through the Sterling Emergency Communications Center, dispatch services to the Sterling Fire Department for

all emergency ambulance calls.

- 8.5 Communication Between City and County. The City and the County shall each designate an agent to communicate with one another on a regular basis concerning any matter involved in the mutual performance of this Agreement. Such communications may concern the desirability of incurring certain expenses or the purchase of items reimbursable by the County, taking into account the ability to incur expenses and remain within budgetary constraints. It is expressly understood and agreed that the Fire Chief shall remain at all pertinent times hereto, an employee of the City, under the direct supervision of the City Manager. The County shall have no authority to hire or fire the Fire Chief or any other employee of the City, or to set the employment terms or supervision of any of them, all of which are reserved to the sole discretion of the City.
- 8.6 Compliance with Laws. The City shall comply with all applicable Federal, State or local laws and regulations in furnishing the ambulance services contemplated herein, and, to the extent allowed by law, shall indemnify and hold harmless the County, and its officers, agents, and employees, from and against any liability incurred as a consequence of the City's failure to so comply.
- 8.7 Maintenance and Care of Combined Capital Plant. To the extent that the City will house and have the use of the Combined Capital Plant, the City shall be responsible for the proper use, operation and maintenance of the Combined Capital Plant (excluding the storage facilities provided by the County), including all vehicles and equipment, and the responsibility to monitor the need for regular maintenance or repairs, and keep vehicles and equipment clean and in good working order. The City shall not make any alterations or dispose of any items comprising the County Capital Assets without the prior consent of the County. The County shall insure at its own cost the County Capital Assets against loss from all perils. The City shall insure at its own cost the City Capital Assets against loss from all perils.
- 8.8 Stand-by Service. The City agrees to provide, when requested by the appropriate authority, stand-by coverage for critical incidents in Logan County, including but not limited to, range fires, natural disasters, terrorist incidents, tactical operations, etc. The City also agrees to provide stand-by coverage for County-sponsored public events when requested by the County, including but not limited to the bull riding, rodeo and demolition derby events at the Logan County Fair. It is expressly understood and agreed that said stand-by service will incur additional costs to be incurred by the County and not by the City.

## 9. CAPITAL REPLACEMENT PLAN AND OPERATING BUDGET.

9.1 Annual Budget. The City Fire Chief, City Manager or other City designee, and the County designee shall meet annually to prepare and update a capital replacement plan for the County Capital Assets. The plan will be reviewed and updated annually by the County and City in connection with the consideration and adoption by the County of its annual budget. Prior to August 15 of each year, the Fire Chief shall prepare and present to the County a budget for the anticipated expenditures that will be reimbursed by the County in the ensuing fiscal year pursuant to section 7.4 of this Agreement, as well as a budget incorporating the capital replacement plan for replacement of County Capital Assets. The budget and capital replacement plan is attached hereto as Exhibit C, fully incorporated herein by this reference, which shall be separately revised, as needed, and approved by a written addendum signed by the parties for each ensuing fiscal year.

10. TERMINATION. This Agreement may be terminated as follows:

10.1 The parties may terminate this Agreement by mutual agreement upon such terms as they may subsequently agree.

10.2 The parties agree that, except for termination by 1) non-appropriation, or 2) mutual agreement, no termination shall be initiated prior to December 31, 2018 unless the other party is in default in the performance of its obligations under this Agreement. In the event of such default, the non-defaulting party shall provide written notice of the default to the defaulting party, and the defaulting party shall have thirty (30) days to cure the default, failing which, this Agreement shall terminate without further notice. In the event of termination due to default of one of the parties, the non-defaulting party shall retain all remedies provided by law and/or in equity, including the right to file an action for damages that are a direct and natural result of the default. Notice of default shall be deemed to have been given upon mailing said notice by United States Certified, first-class mail, postage prepaid, and addressed to the parties at their respective addresses as shall appear herein or upon a notice of change of address as provided herein.

10.3 In the event of termination of this Agreement, the parties will take all acts reasonably necessary and appropriate to accomplish such termination and to implement the delivery, transfer, and restoration to the County of the County Capital Assets without undue delay so as to ensure that the County will retain a viable and adequate ambulance service capability after termination.

11. MISCELLANEOUS PROVISIONS.

11.1 The County shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City personnel performing services hereunder for the County, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the

County shall not be liable for compensation or indemnity to any City employee for injury or sickness arising out of his/her employment.

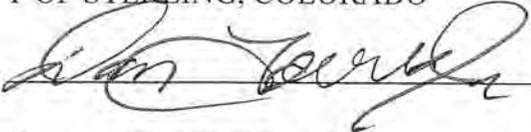
- 11.2. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or of any officer or employee thereof.
- 11.3. To the extent allowed by law, the County agrees to indemnify, defend and hold harmless the City, its respective agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of actions whatsoever arising out of the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this Agreement. Likewise, the City agrees to indemnify, defend and hold harmless the County, its respective agents, officers, servants, and employees of and from any and all costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of the City's intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants and employees, relating to this Agreement. Notwithstanding the respective rights to indemnification, neither the City nor the County intends to waive any of the limitations of liability available to them pursuant to the provisions of the Colorado Governmental Immunity Act, C.R.S. sec. 24-10-101, *et seq.*, as amended.
- 11.4. Except as otherwise provided in this Agreement, each party shall provide its own public liability and property damage insurance coverage as it may deem necessary for any potential liability arising from this Agreement.
- 11.5. The County will reimburse the City monthly, within fifteen (15) days of receiving an itemized billing statement for services provided in the prior month, for those expenses to be reimbursed pursuant to section 7.4 of this Agreement. Payments shall be sent to the City of Sterling, 421 N. 4th Street, Sterling, Colorado 80751.
- 11.6. Financial obligations of the City and the County, respectively, payable after the current fiscal year are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available.
- 11.7. Any notices required by this Agreement shall be deemed to have been given upon the mailing of said notice by United States Certified, first-class mail, postage prepaid, and addressed to the parties at their respective addresses as shall appear herein or upon a notice of change of address pursuant to this notice provision.
- 11.8. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

- 11.9. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the City other than those contained herein.
- 11.10. This agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.
- 11.11. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 11.12. The City has represented to the County and, likewise, the County has represented to the City that it possesses the legal ability to enter into this Agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.
- 11.13. This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all of the Parties even though all the Parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the Parties, shall be deemed a fully executed instrument for all purposes.
- 11.14. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- 11.15. In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. It is expressly understood and agreed that the direct costs of said direct mediation services shall be shared equally between the parties, with both parties paying their own attorney's fees and incidental costs relative thereto. Such mediation shall be conducted within 60 days following either party's written request

therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Logan County.

DATED: \_\_\_\_\_, 2015.

CITY OF STERLING, COLORADO

By: 

Name: Dan Torres, Jr.

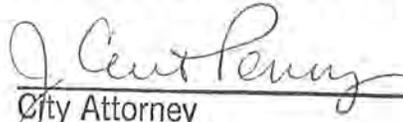
Title: Mayor

ATTEST:

  
Clerk

Address: Office of the City Manager  
City of Sterling  
421 N. 4<sup>th</sup> St.  
Sterling, CO 80751

APPROVED AS TO FORM:

  
City Attorney

COUNTY OF LOGAN, COLORADO

\_\_\_\_\_  
Rocky L. Samber, Chairman

\_\_\_\_\_  
Gene A. Meisner

\_\_\_\_\_  
David G. Donaldson  
Logan County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk

Address: Logan County Board of County Commissioners  
315 Main Street  
Sterling, CO 80751

FIRE DEPARTMENT  
FIXED ASSET INVENTORY

DESCRIPTION	SERIAL NUMBER	MODEL
FIRE STATION LIVING QUARTERS REMODEL (2005)		
WASHER EXTRACTOR & GEAR DRYER		
HONDA GENERATOR	EZ6T-1012654	11000KIA
HONDA GENERATOR	EZ6T-1012650	11000KIA
LIGHTING RETROFIT - FIRE STATION		
VEHICLE EXHUAST REMOVAL SYSTEM		
HEATING SYSTEM IN FIRE STATION TRUCK BAY		
FIRE STATION		
AMER-LAFR DSL PMPR #1 #414-1	P174541	
COMBI-TOOL W/PUMP, HOSES, TIPS		
HOLMATRO 33 INCH SPREADER	2008	
REFURBISH #414-1 (CHANGE TO TANKER)		
WATCHDOG TOP MOUNT CLASS A PUMPER VEH #414-2	44KFT4287WWZ18520	C-802-CC
1999 FORD HAZ-MAT VAN (#414-3)	1FDXE47F9XHA73408	E476
LIGHT PACKAGE - #414-3		
REPEATER SYSTEM		
AIRSYSTEMS AIRCART MP-TR1		
HEARTSTART AUTOMATIC EXTERNAL DEFIBULATOR		
1996 INTERNATIONAL SMEAL PUMPER TRUCK (414-40)	1HTSEAAAAR0TH402297	HSFR2
HYDRAULIC RESCUE TOOL (FROM RURAL FIRE)		
PORTABLE PUMPS (2) (FROM RURAL FIRE)		
EAGLE T210 F COMPRESSOR		208
BULLARD TIX THERMAL IMAGER W/ TRUCK MOUNTED CHGR		
PID GAS DETECTOR	20740	
BRUSH FIRE ATTACK UNIT #414-4	1FDXX47F42EC88635	
PUMPER #414-8	44KFT44861WZ19678	
BRUSH FIRE ATTACK UNIT #414-5	1FDXX47F42EC96153	
2003 AMERICAN LAFRANCE PUMPER #414-16	4Z3HADBS63RK38204	
MRX ALS MONITOR		
2005 DODGE DURANGO #414-6	1D4HB38N75F579025	DURANGO
2004 DODGE RAM 2500 (414-10)	3D7KU28C34G283184	2500
2007 ROSENBAUER-GENERAL 100' TOWER FIRETRUCK414-13	4S7AX2P987C056422	100'
MRX ALS MONITOR/DEFIBRILLATOR		
SCOTT AP75 AIRPACK W/ BOTTLE & FACEPIECE		AP75
SCOTT AP75 AIRPACK W/ BOTTLE & FACEPIECE		AP75
HOLMATRO DPU 30 DUAL PUMP	2010	
NUT CUTTER FOR HOLMATO		
HOLMATRO BCT 4120 DELUXE PKG W/PULLING ADAPTERS		
2013 CHEVROLET SUBURBAN (414-09)	1GNSK5E76DR326934	
PLUGGIE ROBOT		
SMEAL HEAVY DUTY RESCUE TRUCK #414-7	1HTSDADN6SH221263	

# Exhibit A

## City Capital Assets

Class	Description	Tag	Department	Type	Master Tag	Comp	Quantity	Book Value				
Condition	Serial Number	Manufacturer	Model	MdYr	License #	Vehicle ID	Original Cost	Acqu Date				
Site	Build	Room	Sect.	Employee	Optional A	Optional B	Optional C	Optional D	Optional E	Optional F	Tag	Location
	AMBL											
RADIO	RADIO EQUIP & RELATED											
RADIO	XTL 2500 RADIO	AMBL.RADIO.001	AMBL	FA	AMBL.RADIO.001	N	1.000	.00				
	514CKK1147						3,873.00	5/27/2009				
RADIO	XTL 2500 RADIO	AMBL.RADIO.002	AMBL	FA	AMBL.RADIO.002	N	1.000	.00				
	514CKK1148						3,873.00	5/27/2009				
RADIO	XTL 2500 RADIO	AMBL.RADIO.003	AMBL	FA	AMBL.RADIO.003	N	1.000	.00				
	514CKK1149						3,873.00	5/27/2009				
								CITY OF STERLING				
RADIO	XTL 2500 RADIO	AMBL.RADIO.004	AMBL	FA	AMBL.RADIO.004	N	1.000	.00				
	514CKK11450						3,873.00	5/27/2009				
RADIO	XTL 2500 RADIO	AMBL.RADIO.005	AMBL	FA	AMBL.RADIO.005	N	1.000	.00				
	514CKK1151						3,873.00	5/27/2009				
								CITY OF STERLING				
RADIO	XTL 2500 RADIO	AMBL.RADIO.006	AMBL	FA	AMBL.RADIO.006	N	1.000	.00				
	514CKK1152						3,873.00	5/27/2009				
	RADIO EQUIP & RELATED						23,238.00	.00				
SMALL	SMALL EQUIPMENT											
SMALL	EMS RESUSCITATION SYSTEM	AMBL.RESUS.001	AMBL	FA		N	1.000	15,406.52				
1		AUTOPULSE					29,818.94	8/28/2012				
SMALL	GLIDESCOPE	AMBL.SCOPE.001	AMBL	FA		N	1.000	8,357.38				
		VERATHON	2014				9,286.00	7/31/2014				
SMALL	LIFE PACK 12	AMBL.LIFE.001	AMBL	FA		N	1.000	3,142.80				
1	12550973						6,000.00	9/20/2011				
SMALL	LIFE PACK 12	AMBL.LIFE.002	AMBL	FA		N	1.000	3,142.80				
1	11265309						6,000.00	9/20/2011				
								UNIT #1				
SMALL	LIFE PACK 15	AMBL.LIFE.004	AMBL	FA		N	1.000	9,910.64				
1	38720717	LIFE PACK 15					18,500.00	10/27/2011				
SMALL	LIFE PACK 15	AMBL.LIFE.005	AMBL	FA		N	1.000	9,910.64				
1	38721760	LIFE PACK 15					18,500.00	10/27/2011				
SMALL	LIFE PACK 15	AMBL.LIFE.006	AMBL	FA		N	1.000	35,525.90				
	43164261	PHYSIO CONTROL	2014				35,525.90	1/01/2015				
SMALL	POWER PRO AMBULANCE COT	AMBL.COT.001	AMBL	FA		N	1.000	3,879.75				
1	111139760	POWER PRO					10,120.92	12/05/2011				
SMALL	POWER PRO AMBULANCE COT	AMBL.COT.002	AMBL	FA		N	1.000	3,879.75				
1	111139761	POWER PRO					10,120.92	12/05/2011				
SMALL	POWER PRO AMBULANCE COT	AMBL.COT.003	AMBL	FA		N	1.000	3,879.75				
1	111139762	POWER PR					10,120.92	12/05/2011				

Exhibit B

Class	Description	Tag	Department	Type	Master Tag	Comp	Quantity	Book Value
Condition	Serial Number	Manufacturer	Model	MdYr	License #	Vehicle ID	Original Cost	Acqu Date
Site	Build	Room Sect.	Employee	Optional A	Optional B	Optional C	Optional D	Optional E
				Optional F	Optional G	Optional H	Optional I	Optional J
AMBL	SMALL EQUIPMENT							
SMALL	POWER PRO AMBULANCE COT	AMBL.COT.004	AMBL			FA	N 1.000	11,861.72
SMALL	1	131040404	POWER PRO				15,471.76	11/11/2013
							Subtotal	169,465.36
								108,897.65
VEHICL	CARS AND ROAD VEHICLES							
VEHICL	FORD AMBULANCE	AMBL.VEHIC.003	AMBL			FA	N 1.000	6,000.00
VEHICL	2	1FDXE45F11HB12423	FORD	B	AMBULANCE	2001	18,000.00	9/14/2011
								AMBULANCE
VEHICL	FORD AMBULANCE	AMBL.VEHIC.004	AMBL			FA	N 1.000	6,000.00
VEHICL	2	1FDXE40F3WHB36429	FORD	B	AMBULANCE	1998	18,000.00	9/14/2011
								AMBULANCE
VEHICL	FORD AMBULANCE	AMBL.VEHIC.005	AMBL			FA	N 1.000	4,000.00
VEHICL	2	1FDWE35F9UHB34928	FORD	B	AMBULANCE	2000	12,000.00	9/01/2011
								AMBULANCE
VEHICL	INTERNATIONAL AMBULANCE	AMBL.VEHIC.002	AMBL			FA	N 1.000	37,333.30
VEHICL	2	1HTMRAZM09HC87340	INTERNATIONAL	A	AMBULANCE	2008	112,000.00	9/14/2011
								AMBULANCE
VEHICL	MEDTEC FORD F450 AMBULANCE	AMBL.VEHIC.001	AMBL			FA	N 1.000	39,833.30
VEHICL	1	1FDUF4HT0BEA74770	FORD	A	F450	2011	119,500.00	9/14/2011
								AMBULANCE
							Subtotal	279,500.00
AMBL	CARS AND ROAD VEHICLES						Total	472,203.36
								202,064.25

# Exhibit B

Grand Total

472,203.36

202,064.25

# Exhibit B



DEPARTMENT	ITEM_TYPE	ITEM_CLASS	ITEM_TAG	ITEM_DESCRIPTION	ITEM_SERIAL_NUMBE	LOCATION_OF_TAG	ACQDT	QUANTITY	TOTAL_COST
AMBULANCE							09/10/2014	1	459.70
AMBL	SMAL	RADIO	AMBL.RADIO.019	MINITOR VI PAGER			09/23/2011	1	179.95
AMBL	SMAL	SMALL	AMBL.BOARD.001	MEDSTORM PEDI BOARD W/CASE			09/23/2011	1	179.95
AMBL	SMAL	SMALL	AMBL.BOARD.002	MEDSTORM PEDI BOARD W/CASE			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.003	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.004	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.005	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.006	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.007	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.008	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.009	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.010	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.011	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.012	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.013	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.014	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.015	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.016	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.017	FERNO NAJO LITE BACKBOARD			10/27/2011	1	110.00
AMBL	SMAL	SMALL	AMBL.BOARD.018	FERNO NAJO LITE BACKBOARD			02/02/2012	1	331.00
AMBL	SMAL	SMALL	AMBL.BOX.001	DATA STORAGE BOX	11-000395		02/02/2012	1	558.00
AMBL	SMAL	SMALL	AMBL.BOX.002	NARCOTIC LOCK BOX	KS-010956		09/22/2011	1	4,068.28
AMBL	SMAL	SMALL	AMBL.COTXX.001	MX-PRO R-3 AMBULANCE COT			10/20/2011	1	3,318.86
AMBL	SMAL	SMALL	AMBL.COTXX.002	MX-PRO R-3 AMBULANCE DEMO COT			09/23/2011	1	105.00
AMBL	SMAL	SMALL	AMBL.EXTRI.001	KEDRICK EXTRICATION DEVICE			09/23/2011	1	105.00
AMBL	SMAL	SMALL	AMBL.EXTRI.002	KEDRICK EXTRICATION DEVICE			09/15/2011	1	109.99
AMBL	SMAL	SMALL	AMBL.HEATR.001	PORTABLE PROPANE HEATER			09/15/2011	1	109.99
AMBL	SMAL	SMALL	AMBL.HEATR.002	PORTABLE PROPANE HEATER			10/27/2011	1	150.00
AMBL	SMAL	SMALL	AMBL.IMMOB.001	PEDI IMMOBILIZER HEAD PIECE			10/27/2011	1	150.00
AMBL	SMAL	SMALL	AMBL.IMMOB.002	PEDI IMMOBILIZER HEAD PIECE			10/27/2011	1	150.00
AMBL	SMAL	SMALL	AMBL.IMMOB.003	PEDI IMMOBILIZER HEAD PIECE			09/21/2011	1	379.37
AMBL	SMAL	SMALL	AMBL.IVWRM.001	IV FLOOR MOUNT FLUID WARMER			09/21/2011	1	379.37
AMBL	SMAL	SMALL	AMBL.IVWRM.002	IV FLOOR MOUNT FLUID WARMER			09/20/2011	1	1,000.00
AMBL	SMAL	SMALL	AMBL.LIFEP.003	LIFE PACK 11	00001488	UNIT #3	10/27/2011	1	395.00
AMBL	SMAL	SMALL	AMBL.OXIME.001	TUFFSAT PULSE OXIMETER			10/27/2011	1	395.00
AMBL	SMAL	SMALL	AMBL.OXIME.002	TUFFSAT PULSE OXIMETER			10/27/2011	1	395.00
AMBL	SMAL	SMALL	AMBL.OXIME.003	TUFFSAT PULSE OXIMETER			11/20/2013	1	355.97
AMBL	SMAL	SMALL	AMBL.REST.001	AIRFILLED CHILD RESTRAINT SEAT			11/20/2013	1	355.97
AMBL	SMAL	SMALL	AMBL.REST.002	AIRFILLED CHILD RESTRAINT SEAT			11/20/2013	1	355.97
AMBL	SMAL	SMALL	AMBL.REST.003	AIRFILLED CHILD RESTRAINT SEAT			11/20/2013	1	355.97

# Exhibit B

DEPARTMENT	ITEM_TYPE	ITEM_CLASS	ITEM_TAG	ITEM_DESCRIPTION	ITEM_SERIAL_NUMBE	LOCATION_OF_TAG	ACQDT	QUANTITY	TOTAL_COST
AMBULANCE							09/23/2011	1	329.00
AMBL	SMAL	SMALL	AMBL.SPLIN.001	BILATERAL S-304 SPLINTS			09/23/2011	1	329.00
AMBL	SMAL	SMALL	AMBL.SPLIN.002	BILATERAL S-304 SPLINTS			10/27/2011	1	435.00
AMBL	SMAL	SMALL	AMBL.SPLIN.003	FERNO VACUUM SPLINT KIT			10/27/2011	1	435.00
AMBL	SMAL	SMALL	AMBL.SPLIN.004	FERNO VACUUM SPLINT KIT			10/27/2011	1	435.00
AMBL	SMAL	SMALL	AMBL.SPLIN.005	FERNO VACUUM SPLINT KIT			10/27/2011	1	435.00
AMBL	SMAL	SMALL	AMBL.SPLIN.006	FERNO VACUUM SPLINT KIT			10/27/2011	1	325.00
AMBL	SMAL	SMALL	AMBL.SPLIN.007	BILATERAL S-304 SPLINTS			10/27/2011	1	325.00
AMBL	SMAL	SMALL	AMBL.SPLIN.008	BILATER S-304 SPLINTS			10/27/2011	1	325.00
AMBL	SMAL	SMALL	AMBL.SPLIN.009	BILATERAL S-304 SPLINTS			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.001	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.002	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.003	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.004	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.005	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.006	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.007	LITTMANN STETHOSCOPE			10/27/2011	1	125.00
AMBL	SMAL	SMALL	AMBL.STETH.008	LITTMANN STETHOSCOPE			10/27/2011	1	899.00
AMBL	SMAL	SMALL	AMBL.SUCTX.001	LAERDAL LSU SUCTION UNIT			10/27/2011	1	899.00
AMBL	SMAL	SMALL	AMBL.SUCTX.002	LAERDAL LSU SUCTION UNIT					54,062.52

# Exhibit B

LOGAN COUNTY EMS - AMBULANCE SERVICE		ACTUAL 2014	6 MO 2015 YTD	PROJECTED 2015	APPROVED 2015	REQUEST 2016	COMMISSIONER APPROVED 2016	
12/2/2015	29,472,472.11							
<b>FUND BALANCE, BEGINNING OF THE YEAR</b>		270,787		298,486	189,099	217,826	217,826	
NET TOTAL REV TO BE DERIVED FROM PROP TAXES								
<b>REVENUES</b>								
LESS REVENUES OTHER THAN PROPERTY TAXES:								
INTERGOVERNMENTAL								
33052	STATE GRANTS (SUBJECT TO GRANT AWARD)							
33053	STATE EMS GRANT							
CHARGES AND SERVICE:								
32225	AMBULANCE FEES	806,876		800,000	730,000	800,000	800,000	
34180	CHARGES FOR SERVICES (STAND BY)	1,560						
TRANSFERS FROM OTHER FUNDS								
37000	TRANSFER FROM GF				200,000		200,000	
OTHER FINANCING SERVICES								
39128	OTHER							
39153	REIMBURSEMENT OF EXPENDITURES	14,079						
TOTAL AVAIL REV OTHER THAN PROP TAXES		822,515		800,000	930,000	800,000	1,000,000	
<b>TOTAL AVAILABLE SOURCES</b>		1,093,302		1,096,486	1,129,099	1,017,826	1,217,826	
<b>EXPENDITURES</b>								
11200	EMS FIREFIGHTER SALARY	204,826	94,010	258,776	258,674	263,545	263,545	
11201	MEDICAL DIRECTOR	5,000	2,500	5,000	5,000	5,000	5,000	
11400	OVERTIME	112,771	39,439	99,230	85,215	95,000	95,000	
11610	FICA	10,617	5,424	11,228	13,198	13,440	13,440	
11620	WORKERS COMPENSATION	18,492	5,537	23,986	23,986	22,949	22,949	
11630	RETIREMENT	24,574	9,037	24,306	25,935	26,664	26,664	
11631	HEALTH INSURANCE	67,029	30,630	73,512	87,792	96,564	96,564	
11633	STLT DISABILITY	2,450	1,141	2,754	2,961	3,044	3,044	
11634	ON-CALL STATUS	33,490	12,505	30,545	40,000	40,000	40,000	
11635	TRANSPORTS	61,812	29,859	76,663	60,000	72,000	72,000	
12200	OPERATING SUPPLIES	18,468	7,847	18,000	16,000	18,000	18,000	
12204	MEDICAL SUPPLIES	35,724	18,432	40,000	38,000	40,000	40,000	
12205	PROTECTIVE CLOTHING & EQUIPMENT	5,365	1,960	1,960	2,000	6,000	6,000	
12280	VEHICLE FUEL, OIL & FLUIDS	22,667	7,026	22,000	22,000	22,000	22,000	
13100	PROFESSIONAL SERVICES	61,811	37,168	61,000	61,000	75,000	65,000	
13300	TRAVEL/MILEAGE							
13610	INSURANCE/PROP & LIAB E&O	1,287	4,623	4,623	1,300	1,400	5,000	
13612	VEHICLE INSURANCE	6,608	54	7,324	7,000	7,000	7,000	
13700	UTILITIES	3,548	1,846	3,700	3,700	3,700	3,700	
13800	VEHICLE REPAIRS & MAINTENANCE	12,759	4,909	10,000	10,000	10,000	10,000	
13810	REPAIR/MAINT FACILITY	6,660	9,161	8,055	8,055	9,200	9,200	
13830	MAINTENANCE/SERVICE AGREEMENTS	37						
14100	MISCELLANEOUS	533	280	1,000	1,000	1,000	1,000	
14200	MEMBERSHIP & DUES	5,815	1,552	3,000	3,000	3,000	3,000	
14204	MEETING EXPENSES	30,831	16,905	40,573	40,573	53,649	53,649	
14318	AMBULANCE SERV DISPATCHING/CITY	25,000	8,333	25,000	25,000	30,000	25,000	
14319	ADMINISTRATIVE FEE	7,757	2,785	7,000	7,000	7,000	7,000	
14610	UNIFORMS FOR FT FIREFIGHTERS (6)	1,507	586		5,000	5,000	5,000	
14615	UNIFORMS FOR PT EMS ONLY	5,976	1,745	20,000	20,000	30,000	20,000	
14700	TRAINING & RECERTIFICATION	1,039		1,000	1,000	1,000	1,000	
14720	PHYSICAL EXAMS & JOB-RELATED INOCULATIC	2,298						
20000	CAPITAL OUTLAY (SUBJECT TO GRANT AWARD)	425	425	425	425	425	425	
40530	AUDITING & BUDGETING	798,816	355,719	878,860	872,814	981,580	940,180	
14325	EQUIPMENT RESERVE							
93626	CONTINGENCY RESERVE							
<b>TOTAL EXPENDITURES</b>		798,816	355,719	878,860	872,814	981,580	940,180	
<b>UNAPPROPRIATED FUND BALANCE, END OF YR</b>		296,486		217,628	256,285	56,246	277,646	
LINE 20000 & 14325 FUNDED IN							2016	2016
CAPITAL EXPENDITURE FUND (grant/revenue & expenditure recorded in Capital Exp Fund)							(REQ)	(APP)
1	Ambulance					150,000	150,000	
2	Heart monitor					30,000	30,000	
3	Equipment reserve					75,000	75,000	
TOTAL						255,000	255,000	

# Exhibit C

PRIMARY INTERGOVERNMENTAL AGREEMENT  
CITY OF STERLING - COUNTY OF LOGAN

AGREEMENT made by and between the City of Sterling of the County of Logan and State of Colorado, being a municipal corporation with a home rule charter, hereinafter called "Sterling" AND the County of Logan, a political subdivision of the State of Colorado, hereinafter called "Logan".

WHEREAS, Section 29-1-203, C.R.S. provides that governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating governments by their governing bodies; and

WHEREAS, Section 3-6 of the Charter of the City of Sterling provides that the City Council may enter into contracts with other governmental bodies to furnish governmental services and to make charges for such services; and

WHEREAS, 30-11-101, Powers of Counties.(1), C.R.S. provides that each organized county within the State of Colorado shall be empowered for the following purposes, one of which is: to make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers, which contracts may by their terms exceed one year and shall be binding upon the parties thereto as to all of its rights, duties and obligations; and

WHEREAS, Sterling has provided various services which have benefited all residents of the County of Logan, and in which Logan has participated financially in some of these services in the past; and

WHEREAS, Logan maintains and provides certain programs and services also for the benefit of the residents of Sterling, as well as for the benefit of all other residents of the County; and

WHEREAS, some of the unique and special services provided by the parties hereto have been provided by written agreement and some by verbal agreement and some services have entailed financial contributions from one party to the other hereto; and

WHEREAS, both Logan and Sterling agree, in order not to duplicate services, but to provide the many unique and special services in the most beneficial, economic and efficient manner, that the same can be accomplished by recognizing that a fair and equitable determination of the financial contributions from one party to the other for various services is difficult of precise determination, and, that it would be in the best interests of the

# Exhibit D

residents of Sterling and non-residents of Sterling living in Logan County, all being residents of Logan County, to recognize the exchange of services as further delineated herein, as a basis for delivery of services to all residents of Logan County on a continuing and binding basis between the two contracting governmental entities, the City of Sterling and the County of Logan; and

WHEREAS, for the year 1989, Logan is presently contributing for programs to Sterling the following amounts for the following programs: Library, \$10,700; Cemetery, \$28,890; Recreation \$45,000; and Animal Shelter, \$5,885; Sterling is presently contributing for services and programs to Logan the following amounts: Landfill, \$49,000; DUI, \$3,750; Ambulance, \$16,800; Northeastern Colorado Transportation Authority (NECTA), \$6,000; and Northeastern Colorado Association of Local Governments (NECALG) \$5,740; and, neither party is contributing to the other party hereto for the following programs or services: Logan County Heritage Center, Sterling Parks and Overland Trail Museum;

NOW, THEREFORE, Sterling and Logan, in consideration of the mutual covenants, promises, conditions and agreements herein contained, the same being interdependent financially upon each of the other covenants, promises, conditions and agreements herein, and for the purposes herein recited, covenant and agree, as follows:

1. That each of the parties shall be expected to contribute to the other in the amounts and for the following programs and services for the calendar/fiscal year 1989:

A. Logan to Sterling:

- (1) Library - \$10,700
- (2) Cemetery - \$28,890
- (3) Recreation - \$45,000
- (4) Animal Shelter - \$5,885

B. Sterling to Logan:

- (1) Landfill - \$49,000, approximately
- (2) DUI - \$3,750
- (3) Ambulance - \$16,800
- (4) NECTA - \$6,000
- (5) NECALG - \$5,740

2. That as to all programs and services set forth in paragraph 1. above, neither of the parties hereto shall be expected to contribute financially for maintenance and operational expenses to the other, beginning January 1, 1990.

# Exhibit D

3. That both governmental units, Logan and Sterling, and their governing bodies, the Logan County Board of Commissioners and Sterling City Council, agree that this intergovernmental agreement is to be the primary and continuing governing document of agreement as to the programs and services stated herein.

4. That both Logan and Sterling intend to rely on the effectiveness of the ongoing nature of this within document and its statements and policies in the present and future relationships as to the programs and services hereby exchanged.

5. That separate agreements are being contemporaneously entered into and executed by the parties concerning the animal shelter (owned and operated by Sterling) and the Logan County Jail (owned and operated by Logan), the costs therein computed primarily on a cost per unit basis.

6. That, as to services and programs not stated herein which arise in the future wherein intergovernmental cooperation is essential for the providing of the most economical, beneficial and efficient manner for the best interests of all residents of Logan County, both governmental entities pledge their cooperative efforts to provide the best for Logan residents by either separate agreements or by addenda to this primary cooperative document.

7. That Sterling and Logan, as long as this intergovernmental agreement continues in effect, will charge all Logan County residents equally the same amounts for services and programs provided and stated herein.

8. That, from January 1, 1990, as to the specific programs and services enumerated in paragraph 1. above, and as to other specific programs and services, the parties agree:

A. RIVERSIDE CEMETERY. Sterling, as owner of Riverside Cemetery, located outside the City limits of Sterling, but located within the County of Logan, shall solely administer, maintain and operate said cemetery for the benefit of all persons, without regard to Logan County residency, in the setting of its fees and charges. Logan shall not be expected to contribute financially to Sterling toward the maintenance and/or operation of Riverside Cemetery.

B. LOGAN COUNTY HERITAGE CENTER. Logan, as owner of the Logan County Heritage Center, the premises being located within the City of Sterling, shall solely administer, maintain and operate the said facility without contribution from Sterling for the use of same by residents of Sterling.

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C. OVERLAND TRAIL MUSEUM. The Overland Trail Museum located on property owned by Sterling, and within the City limits of Sterling, shall be administered, maintained and operated by Sterling, without financial contribution from Logan for operating and maintenance expenses.

D. STERLING PARKS AND RECREATION. Sterling, as owner and operator of an extensive park system (both within and outside the Sterling corporate limits), a well-rounded continuing recreational program, and a year-round recreation center, shall be maintained and operated by Sterling for the benefit of all Logan County residents, without financial contribution from Logan for maintenance and operational expenses.

E. STERLING PUBLIC LIBRARY. The library, located in Centennial Square, Sterling, and maintained and operated by Sterling, shall be maintained and operated by Sterling for the benefit of all Logan County residents, without financial contribution from Logan for maintenance and operational expenses. Sterling shall not be expected to contribute to the Bookmobile Program which Logan assists in providing to all county residents.

F. NECTA, NECALG AND DUI. No contribution shall be made by the City beginning January 1, 1990 for NECTA, NECALG and DUI programs. Logan shall be responsible to work with these programs, contribute such financial support as would fulfill any obligations both Logan and Sterling might have to promote the objectives of such programs.

G. LOGAN COUNTY AMBULANCE. Both parties recognize that providing efficient ambulance service to residents of Logan County is an important and valuable program and both parties agree that the further development of contractual relations with an outside service company for this service is best accomplished by only one of the governmental entities herein contracting and supervising such service. For this purpose, the parties agree that Sterling shall be relieved of contributing financially to the providing of ambulance service beginning January 1, 1990. The parties further agree that Logan take the full responsibility and have the full authority to act to provide service on a 24-hour basis, whether by direct provision or by contract with an individual, partnership or corporation, as provided under the present joint agreement of Sterling and Logan with Ed Mattason, under agreement dated April 27, 1982, including providing at least the minimal services and programs spelled out in said agreement. Upon the execution of this intergovernmental agreement, Logan shall have full authority to enter into a new or subsequent agreement with new owners prior to the expiration of the April 27, 1982 agreement, upon release of Sterling's liability under the April 27, 1982 agreement.

# Exhibit D

H. LOGAN COUNTY LANDFILL. Both parties further agree that the landfill operated and maintained by Logan, for which Logan has charged Sterling on a cubic yard basis, is better to be continued to be operated and maintained by Logan. Through December 31, 1989, Sterling shall be financially responsible to Logan for the actual per cubic yard and truck load billings as per the present method of handling, computation and billing.

Beginning January 1, 1990, as a part of the total financial consideration under this intergovernmental agreement, the City of Sterling shall not be charged for its use of the Logan County Landfill for all of its residential trash collection for Sterling's present and future residents and for Sterling's present limited commercial trash collections.

Both parties recognize that Sterling is responsible for the collection of trash for the residents of the City of Sterling and that Logan should be responsible for the acceptance and disposal of such trash at the Logan County Landfill and further that Logan additionally is responsible for the acceptance and disposal of trash generated outside of Sterling in Logan County. Both parties further recognize that the City of Sterling's present collection of commercial property trash is minor. Although Sterling does intend to drop all commercial collections, Sterling is obligated to collect all trash generated in Sterling and Sterling may have to collect all commercial trash at some date in the future. In the event that it does become necessary for Sterling, in the future, to pick up all commercial trash, there being no private party to do so, Sterling hereby does agree to pay charges to Logan for disposal at the landfill at such commercial trash rates in effect at that time.

Both parties additionally recognize that the improper disposal of trash can and may cause public health hazards of such significance that such disposal may become a major problem, especially in light of federal and state laws and regulations promulgated to protect the environment. The parties therefore, in order to discourage improper disposal of trash in the County outside of landfills, in order to discourage the accumulation of trash on properties throughout the County, and in order to encourage the proper disposal of trash in the County by the proper use of County landfills, support the concept that the tax levy authorized by state statute for such purpose should be investigated and studied by the County as a means to finance and promote such ends.

I. RECREATION CENTER. This within agreement shall not affect in any manner that certain lease agreement entered into November 6, 1980 between Logan County, Lessor, and the City of Sterling, Lessee, of the leased land consisting of 3.15 acres, more or less, upon which Sterling has built its recreational facility, which lease provides, in part, that the facility "shall be for the use of the residents of Logan County under the same conditions as residents of the City of Sterling may use the facility, including, but not limited to, the charging of the same fees regardless of

# Exhibit D

residency."

J. AIRPORT. Neither shall this within agreement affect in any manner that certain agreement entered into August 23, 1988 between the parties hereto relative to Crosson Field, the performance under that agreement not fully completed, but to be completed probably before the end of the calendar year 1989.

9. This agreement shall be considered to be a continuing agreement as to the covenants herein contained, part of the consideration for which is the good faith performance of the responsibilities and obligations by each of the parties hereto, as covenanted. This agreement is to be interpreted as a whole agreement, interrelated, integrated, and non-separable in its parts as to the covenants herein contained. Any violation by one of the parties hereto of any part or paragraph of this agreement may be treated, by notice in writing by either party, as violative of the whole, the remedy for which shall be, as to this agreement, restoration of further good faith negotiation by the parties to resolve any conflicts, in light of the best interests of the residents of Logan County.

10. Except as otherwise stated herein, this agreement will become effective commencing January 1, 1990 and continue for each calendar year thereafter and be renewed automatically, unless notice by either party is provided on or before July 1 of the year prior to each new calendar year commencing after July 1.

11. This agreement is an intergovernmental agreement between two separate legal entities, which agreement shall be construed as such and shall additionally be construed pursuant to the laws of the State of Colorado.

Done and signed this 26th day of July, 1989.

THE CITY OF STERLING

By Edith M. Evans  
Mayor

ATTEST:

Michael J. Herman  
Ex-Officio City Clerk

APPROVED AS TO FORM & LEGALITY:

Joseph H. Miller, Jr.  
City Attorney

Exhibit D

Resolution  
No. 2006-1

**LOGAN COUNTY**  
**EMERGENCY MEDICAL SERVICES RESOLUTION**

WHEREAS, the General Assembly of the State of Colorado enacted the Colorado Emergency Medical and Trauma Services Act, C.R.S. 1973, 25-3.5-101, et seq.; and

WHEREAS, said Act requires that the Board of County Commissioners of each County adopt certain standards, requirements, and procedures for providing emergency medical services within each County; and

WHEREAS, said Act authorizes the Board of County Commissioners of each County to license and regulate ambulances, ambulance services, and emergency services personnel; and

WHEREAS, the Board of County Commissioners of Logan County is advised that it may adopt more stringent standards than those provided in the Act; and

WHEREAS, the Logan County EMS Resolution, adopted November 24, 1992, no longer meets present statutory requirements for the licensing of ambulance services, permitting of ambulances, and establishment of standards for personnel; and

WHEREAS, the Board of County Commissioners of the County of Logan deems it in the best interest of the citizens of Logan County to adopt the following resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Logan County EMS Resolution adopted November 24, 1992 is hereby rescinded and repealed and, in order to preserve the public health, safety and welfare, and in accordance with the law, the following requirements shall hereafter govern ambulance services within Logan County.

ARTICLE I: Definitions

A. "Advanced Life Support Ambulance" means an ambulance, in addition to meeting the basic requirements for equipment, must have on the ambulance the equipment and medications as required by the Medical Director's protocol, and operating with advanced life support personnel.

B. "Advanced Life Support Personnel" means a minimum of one State Certified Emergency Medical Technician-Paramedic/EMT-P; or Emergency Medical Technician-Intermediate/EMT-I, or Registered Nurse with Advanced Cardiac Life Support certification, or a physician with Advanced Cardiac Life Support certification.

C. "Ambulance" means any privately or publicly owned land vehicle, especially

**Exhibit E**

constructed or modified and equipped, intended to be used, and maintained or operated for the transportation upon the streets and highways in the County, of individuals who are sick, injured or otherwise incapacitated or helpless.

D. "**Ambulance Driver**" means any person who holds a valid Colorado driver's license and meets the requirements as stated in "I" of these definitions.

E. "**Ambulance Permit**" means the authorization issued by the Director and approved by the Board with respect to an ambulance used or to be used to provide ambulance service in the County.

F. "**Ambulance Service**" means the furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged. The person so engaged and the vehicles used for the emergency transportation of persons injured at a mine are excluded from this definition when the personnel utilized in the operation of said vehicles are subject to the mandatory safety standards of the Federal Mine Safety and Health Administration, or its successor agency.

G. "**Ambulance Transport**" means the transportation of patients originating in the County by ambulances licensed by the County.

H. "**Based**" means an ambulance headquartered in or having a substation or office or a permanent station in the County, and whose primary response area is dedicated to transporting patients originating in the County.

I. "**Basic Life Support Ambulance**" means an ambulance that meets the requirements for equipment as established by the State and County, and is manned by at least two Medical Director-approved Colorado State certified emergency medical technicians (EMTs).

J. "**Board**" means the Board of County Commissioners for Logan County.

K. "**County**" means Logan County.

L. "**Director**" means the individual or Board designee responsible for Licensure and enforcement of resolutions of ambulance services within the county. This individual shall be appointed by the Logan County Commissioners and serve at their pleasure. If an individual is not appointed, the Board of Commissioners itself shall collectively act as Director under this resolution.

M. "**Emergency**" means any actual or self-perceived event which threatens life, limb, or well-being of an individual in such a manner that immediate medical care is needed.

N. "**Emergency Call**" means those situations requiring the use of sirens and red lights for the purpose of clearing traffic.

O. "**Emergency Facility**" means a general hospital with an emergency department staffed

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twenty-four (24) hours a day, seven (7) days per week with a licensed physician, or an emergency medical outpatient facility staffed twenty-four (24) hours a day, seven (7) days per week with a licensed physician or registered nurse with direct medical supervision by a licensed physician, or an emergency facility with a licensed physician who responds on an on-call basis.

**P. "Emergency Medical Technician-Basic/EMT-B"** means an individual who holds a valid Emergency Medical Technician-Basic/EMT-B certificate issued by the Colorado Department of Health, EMS Division.

**Q. "Emergency Medical Technician-Intermediate/EMT-I"** means an individual who holds a valid Emergency Medical Technician-Intermediate/EMT-I certificate issued by the Colorado Department of Health, EMS Division.

**R. "Emergency Medical Technician-Paramedic/EMT-P"** means an individual who holds a valid Emergency Medical Technician-Paramedic/EMT-P certificate issued by the Colorado Department of Health, EMS Division.

**S. "License"** means the authorization issued by the Board to operate an ambulance service in the County.

**T. "Licensee"** means the person or entity that has been issued a license by the Board to provide ambulance service in the County.

**U. "Medical Director"** means a physician who establishes protocols or medical acts performed by EMT-Basics, EMT-Intermediates, EMT-Paramedics, and/or non-emergency medical vehicle operators of a prehospital emergency medical care service agency, and who is specifically identified as being responsible to assure the competency of the performance of the acts by such EMT-Basics, EMT-Intermediates, EMT-Paramedics, and/or non-emergency medical vehicle operators. A Medical Director shall meet all qualifications as outlined in the "RULES DEFINING THE DUTIES AND RESPONSIBILITIES OF EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS AND THE AUTHORIZED MEDICAL ACTS OF EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS" (3-CCR-713-6) of the "ACTS ALLOWED" published and approved by the EMS Division of the Colorado Department of Health, and is employed by Sterling Regional Medcenter (SRM), or has privileges at SRM.

**V. "Patient"** means any individual who is sick, injured or otherwise incapacitated or helpless.

**W. "Rescue Vehicle"** means any privately or publicly owned vehicle, or vehicles operated by fire departments or search and rescue organizations which are not specifically designed as an ambulance, which responds to emergency calls but does not transport patients except as specified in Article II, Section 6A.

**X. "To Operate in Logan County"** means the providing of ambulance services or transport of patients from within the boundaries of the County.

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## ARTICLE II: Regulations

1. **Ambulance Service License Required.** No person, partnership, corporation, or other entity shall operate an ambulance service, publicly or privately, in the County using any ambulance based in the County, unless that person holds a valid license to do so issued by the Board.
2. **Advanced Life Support Ambulance.** When an ambulance operates as an advanced life support ambulance, the operational unit must comply with the definition of advanced life support ambulance.
3. **Basic Life Support Ambulances.** When an ambulance operates as a basic life support ambulance, the operational unit must comply with the definition of basic life support ambulance.
4. **Ambulance Staffing Crew Members.** No patient shall be transported in a county licensed ambulance unless there are two (2) or more persons in the ambulance per definitions for the manning of such ambulances, basic and/or advanced life support. The ambulance driver must have a valid Colorado driver's license.
5. **Ambulance Permit.** No ambulance based in the County shall be operated within the County unless a permit has been issued and posted in the patient compartment, as hereinafter provided. All ambulances shall bear evidence that its equipment meets or is equivalent to the minimum requirements set forth in the minimum equipment list established by the Board.
6. **Exceptions to Licensing and Permits Required.** The provisions of the licensing and permit sections set forth above shall not apply to the following:
  - a. The exceptional emergency use of privately or publicly owned vehicles, including search and rescue unit vehicles, or aircraft not ordinarily used in the formal act of transporting patients;
  - b. A vehicle rendering services as an ambulance in case of a major catastrophe or emergency when ambulances with permits based in the localities of the catastrophe or emergency are insufficient to render the services required;
  - c. Vehicles used or designated for the scheduled transportation of convalescent patients, handicapped individuals, or persons who would not be expected to require skilled treatment or care while in the vehicle;
  - d. Ambulances based outside this State that are transporting a patient in Colorado; or
  - e. Vehicles used solely for the transportation of intoxicated persons or persons incapacitated by alcohol as defined in Section 25-1-301, C.R.S., as amended, but who would not be expected to require skilled treatment or care

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while in the vehicle.

7. **Insurance.** No ambulance shall operate in the County unless it is covered by insurance as set forth in this paragraph. Each ambulance service shall maintain insurance coverage for each and every ambulance owned, operated or leased by the ambulance service, providing coverage for injury to or death of persons in accidents resulting from any cause for which the owner of the said vehicle may be liable on account of any liability imposed on him by law, regardless of whether the ambulance was being driven by the owner, his agent or lessee, or any other person, and coverage as against damage to the property of another, including personal property, under like circumstances, in the following amounts:

a. **Statutory Worker's Compensation Insurance.**

b. **General Liability and Property Damage Bodily Injury:**

Each Person	\$1,000,000
Each Accident	\$1,000,000

\*Policy must be \$1,000,000 per occurrence and \$1,000,000 aggregate, including bodily injury and property damage.

c. **Professional Liability Coverage:**

Per Occurrence	\$1,000,000
Aggregate	\$3,000,000

d. **Motor Vehicle Insurance:**

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

Proof of insurance shall be filed with the Board, or its authorized representative, along with the application for an ambulance service license as required in these regulations. Every insurance policy required shall contain a provision for continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insured shall not be affected by the insolvency or bankruptcy of the insured, and that until a policy is revoked, the insurance company will not be relieved from liability on account of nonpayment of premiums, failure to renew license at the end of the year, or any act or omission of the named insured. At any time said insurance is required to be renewed, proof of renewal shall be provided to the Board, or its authorized representative. The motor vehicle insurance shall be a complying policy as defined in Section 10-4-601, C.R.S., as amended.

A certificate of insurance shall indicate the vehicles covered by the policy, type of insurance, (vehicle and professional liability, etc.), policy number(s), policy effective date, policy expiration date, and amount of coverage, and shall contain a provision

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that thirty (30) days prior written notice of any cancellation or termination or revocation of said insurance policy shall be given to the Board, and the Director.

Any changes in the status of vehicles listed on the certificate of insurance during the licensing cycle shall be noted on a new certificate of insurance and forwarded to the Board or their authorized representatives within thirty (30) days of the changes. Licensee shall notify the Board or its authorized representative of any changes in insurance, in writing and within thirty (30) days of such changes, to be followed with a certificate of insurance as outlined in previous paragraphs. The Board may require additional proof of insurance at any time needed in order to promote the health, safety, and welfare of residents of the County.

8. **Ambulance Certification.** Ground vehicles obtained, permitted and placed in service as an ambulance shall, at the minimum, meet the guidelines as established by the State Advisory Council and shall consider the Federal Ambulance Emergency Vehicle Specifications KKK-A-1822C (Jan. 1, 1990). Variances of the above-mentioned specifications may be granted at the discretion of the Board. All ambulances shall have the name of the ambulance service clearly visible on said vehicles.
9. **Ambulance Equipment.** Each ambulance shall contain the following equipment that shall be maintained in good working order:
  - a. Emergency lighting and audible warning equipment that complies with Colorado State law for emergency vehicles.
  - b. Safe tires and in addition, adequate snow tires or chains when weather conditions demand.
  - c. In the case of ambulances serving the County, a capability of two-way radio communication with Sterling Emergency Communications Center and Logan County mutual aid agencies, and with one or more emergency facilities.
  - d. Safety belts or other restraining devices for each patient and all personnel.
  - e. A functioning fire extinguisher, with current annual inspection, of the all purpose dry chemical type, ABC, in either the ten (10) pound size or two (2) five pound size, one of which shall be within reach of the patient compartment.
  - f. Each ambulance shall comply with the State minimum equipment list and any additional requirements established by the Board. Emergency lighting, audible warning equipment, two-way radio communication equipment, and safety equipment must also comply with State and County standards.

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10. **Inspections.** The Board shall appoint and direct inspectors to inspect each ambulance to be issued a permit under a valid license in the County once a year or more often if required by the Board. Such inspection(s) shall determine that each such ambulance is being properly maintained and contains the equipment specified in these regulations. Maintenance records shall be made immediately available upon the Director's request. Such inspections shall be in addition to other safety or motor vehicle inspections required to be made under Colorado law and shall not excuse compliance with any requirements of any other applicable Colorado laws. The permit for each ambulance shall be carried in the patient compartment of that ambulance and made available for inspection by the Board or their authorized representative.

11. **General Regulations.**

- a. The Board shall be authorized to promulgate and enforce such rules and regulations as it deems necessary to provide for quality emergency medical services and insure compliance with Colorado law and any resolution adopted by the Board, which regulates the operation and licensing of ambulance services in the County.
- b. Transportation of patients. When a patient's medical condition is determined to be emergent, the ambulance service shall deliver the patient to the closest licensed emergency facility capable of delivering the appropriate level of care.
  - All trauma patients are to be evaluated using the established trauma triage system in place in Logan County, pre-hospital destination protocols will be utilized, and all hospitals within the County will comply with the additional trauma care requirements mandated by the State.
  - In non-emergent situations, the patient's or the patient's family's wishes may be taken into consideration if the choice of facility is within the local area. In cases where a preference is not expressed, the patient should be delivered to the nearest appropriate emergency facility.
- c. Licensing within Logan County is granted by the Board under the assumption that service is provided to the entire County unless otherwise specified. If an applicant for licensing wishes to limit ambulance service to a portion of the County, the applicant shall specify such limitation in the application. At no time shall any Licensee abandon any approved area(s) of transport without prior notice. If a Licensee is unable to continue providing service in any approved area, the Licensee shall provide written notice to the Board at least seven (7) days prior to cessation of service.
- d. Each Licensee shall make available, within a reasonable time, complete records and information concerning the operations of the Licensee and

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transportation of patients, as specified by the Board.

- e. All ambulance services based in the County must have a designated Medical Director whose responsibilities are defined in 3-CCR-713-6, Rule 500, Section 3, by the Colorado Board of Medical Examiners. The Medical Director shall be an employee of Sterling Regional Medcenter, or shall have privileges at Sterling Regional Medcenter.
- f. An ambulance service operating in the County must comply with all county and municipal zoning, and other regulations.
- g. Licensing under the provisions of this Resolution shall be granted to the applicant and/or renewed upon a finding by the Board that the applicant or licensee has complied with the staffing, vehicle and equipment standards, medical and trauma requirements and procedures of the revised Colorado Emergency Medical and Trauma Services Act, and/or any future legislation, requirements and regulations of the Colorado Department of Public Health and Environment, and the Board of Medical Examiners, and any further standards established by the Board. Application for licensing shall be made according to the form and in the manner prescribed by the Board as set forth herein and otherwise, and in accordance with State regulations.

### ARTICLE III: Licenses

- 1. **Application for Ambulance Service Licenses and Ambulance Permits.** An application for an ambulance service license and ambulance permit shall be submitted through the Director to the Board and shall contain the following information and necessary supporting documents:
  - a. The name and address and owner of each ambulance.
  - b. The name and address of the person or entity applying for the license, hereinafter referred to as the applicant.
  - c. The name and address of the person who will be in charge of the operation of the ambulance service.
  - d. The training and experience level of the person who will be in charge of the ambulance service.
  - e. The trade or other name, if any, under which the applicant does business or proposes to do business.
  - f. A description of each ambulance, including make, model, year of manufacture, VIN numbers, Colorado State license number for the current year, the length of time the ambulance has been in use, and the color

# Exhibit E

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scheme, insignia, name monogram, and other distinguishing characteristics used to designate the ambulance.

- g. The location and description of the place or places from which it is intended to operate the ambulance service.
- h. The area to be served by the ambulance service.
- i. The name and address of the Medical Director for the ambulance service.
- j. A list of all emergency personnel who may be called upon to respond to an emergency with the ambulance service. This list shall include the following information for all emergency personnel:
  - 1. Complete name, address, and date of birth.
  - 2. The highest training level attained.
  - 3. A copy of a current Colorado Department of Public Health and Environment EMT-B, EMT-I, or Paramedic certificate and either of the following:
    - A. A current CPR card as defined by the Colorado Department of Public Health and Environment, or
    - B. Proof of current basic cardiac life support certification.
  - 4. Proof of a valid Colorado Driver's License.
- k. Copies of operational policies of the ambulance service in accordance with requirements established by the Director. Such requirements shall be submitted to the Board for review and endorsement.
- l. Copies of insurance policies for the insurance requirements set forth in this Resolution.
- m. A statement by the Director or the Board's designee that the physical inspection of the ambulances, equipment and location of the ambulances has been completed and the ambulances, equipment, and location were found to be in compliance with the provisions of this resolution.
- n. A list of the ambulance services, Fire Protection Districts or other providers of emergency response with which the ambulance service has cooperative agreements.
- o. Payment of a fee in the amount of twenty-five (\$25.00) for processing the license application, in the form of a check or money order made payable to the Board, shall be attached to the application. Such fee is not refundable.

## Exhibit E

if the application is denied. The Board may waive payment of the fee for ambulance services operated by municipalities or special districts as provided in C.R.S. 25-3.5-301.

- p. Changes to the accuracy or completeness of the information submitted by the applicant pursuant to this Article III shall be disclosed to the Board, in writing, within thirty (30) days of the event resulting in changed circumstances. This disclosure requirement shall become an obligation of each Licensee and shall remain in effect at all times during the effective period of each license granted.

2. **Issuance of Ambulance Service License & Vehicle Permits.** Upon receipt of an application for a vehicle permit and license to provide ambulance service, the Director shall review the application and the applicant's record. The Director may recommend to the Board that a resolution be passed to issue the applicant a license to operate an ambulance service and issue a permit for each ambulance inspected, both of which shall be valid for a period of twelve (12) months following the date of issue provided that:

- a. The ambulance service staff, vehicle, equipment, and location comply with the requirements of this Resolution and all other laws and regulations.
- b. The ambulance service personnel are certified or possess at the least the minimum qualifications set forth in provisions of this Resolution and any other applicable regulations.

3. **Ambulance Service License and Vehicle Permit Renewal.** Any license or permit, unless revoked by the Board, may be renewed by filing an application for renewal and payment of the license fee of twenty-five dollars (\$25.00). Application for renewal shall be filed annually, BUT NOT LESS THAN THIRTY (30) DAYS BEFORE THE DATE THE LICENSE OR PERMIT EXPIRES. Renewal notices shall be mailed by the Director to all agencies that currently hold a license or permit, sixty (60) days prior to expiration. However, failure to receive such notice shall not release the Licensee from its responsibility for renewal of said license or permit. If an application for renewal is not received at least (30) days prior to expiration of the license, and the applicant's license expires, the applicant shall cease operation until a license is reissued. The procedure for approval or disapproval of applications for renewal of licensing and vehicle permits shall be the same as for new applications.

4. **Transfer of License or Permits.** No license or permit issued by the Board shall be sold, assigned, or otherwise transferred.

5. **Change of Ownership.** A change in the ownership of any Licensee shall require a new application and license, with payment of the same license fee as is required for the original application. Any sale or exchange of stock in excess of twenty-five percent (25%) of the total outstanding stock of a corporation to anyone other than an existing shareholder at the time of the original issuance of license shall be deemed a change of ownership for the purpose of these regulations. Any change

Exhibit E

of ownership or any transfer of stock ownership of ten percent (10%) or more shall be reported in writing to the Director within thirty (30) days of such change or transfer.

#### **ARTICLE IV: Revocation/Suspension Procedures and Hearings**

1. The Board may, on its own motion or on complaint, after investigation and/or public hearing at which the licensee shall be afforded an opportunity to be heard, suspend or revoke any license or permit issued by the Board pursuant to these regulations. The licensee shall receive written notice of such temporary suspension and a hearing shall be held no later than ten (10) days after such temporary suspension. After such hearing, the Board may suspend or revoke any license or permit issued pursuant to these regulations for any portion of or for the remainder of the license or permit period. At the end of such period, the licensee whose license or permit was suspended or revoked may apply for a new license or permit as in the case of an original application. Suspension or revocation may result from violations of:
  - a. Any provision of these regulations following a correction timetable with the Director; or
  - b. Any law of the State of Colorado or ordinance or regulation of a municipality of the County, and any evidence of such violation may be considered by the Board; or
  - c. Any rules and regulations promulgated pursuant to these regulations.
2. All hearings before the Board shall be public and every vote and official act of the Board shall be public. The Board has the power to administer oaths and issue subpoenas to require the presence of persons and the production of paper, books, and records necessary to the determination of any issue at any hearing the Board is authorized to conduct.
3. Written notice of temporary suspension, or revocation as well as any required notice of such hearing shall be given by certified mail to the licensee or permit holder at the address contained in such license or permit application.
4. Any license may be temporarily suspended by the license issuing authority pending any prosecution, investigation, or public hearing. Nothing in this section shall prevent the summary suspension of such license for a period of not more than thirty (30) days after such temporary suspension. The licensee shall receive written notice of such temporary suspension, and a hearing shall be held no later than ten (10) days after such temporary suspension. If any license is suspended or revoked, no part of the fees paid therefore shall be returned to the licensee.
5. Suspension of a permit for the operation of any individual ambulance may occur if any ambulance is determined to be out of compliance with the requirements of this resolution after inspection or otherwise. In such event, written notice of the

# Exhibit E

deficiency shall be provided to the permit holder and a correction deadline shall be established by the Director. If the deficiency is not corrected by the deadline, the permit shall be temporarily suspended by the Director. The Board shall hold a hearing on the revocation of such permit within ten (10) days of the temporary suspension. A reinstatement permit may be made by the Director prior to such hearing, upon a re-inspection and finding by the Director that the ambulance fully complies with the provisions of these regulations. Upon issuance of a reinstatement permit, no hearing is necessary. A suspension or revocation inspection must be conducted and passed prior to resuming use of any ambulance for ambulance service at any time after a permit is temporarily suspended or revoked.

6. Upon revocation or suspension of said license all vehicle permits issued to said ambulance service will be automatically revoked and the license and all permits must be returned to the Director within 48 hours.
7. It shall be the duty of the Director to notify local law enforcement authorities, fire departments, hospitals, and Medical Directors of revocation or suspension.
8. The following practices may be grounds for suspension or revocation of license:
  - a. Willful and deliberate failure to respond to any call in the absence of good cause shown;
  - b. Willful and deliberate failure to transport a patient when required by nature of the injury;
  - c. Administering unnecessary treatment or supplies to a patient for the purpose of increasing the patient's bill;
  - d. Administration of any substance considered a drug or intravenous fluid unless permitted by protocol or under direct order of a physician, either present or communicating by radio or telephone;
  - e. Conduct by the Licensee or employees that constitutes a significant threat to the health or safety of the individuals receiving emergency care from a licensed ambulance service or services; or
  - f. Failure to comply with any provision of this Resolution or conditions imposed on any license or permit, or failure to comply with the requirements of the Colorado Emergency Medical and Trauma Services Act and applicable regulations promulgated by the Colorado Department of Public Health and Environment or other agency.

#### ARTICLE V: Miscellaneous

1. Use of Sirens and Emergency Equipment. All emergency equipment and warning

# Exhibit E

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devices shall be used in accordance with all Colorado traffic statutes, rules, and regulations.

2. **Alleged Negligence.** In any legal action against a licensee in which it is alleged that plaintiff's injury, illness, or incapacity was aggravated by, or was otherwise injured by the negligence of the licensee, no negligence shall be presumed because of such allegations.

If judgment is entered against such licensee he shall, within thirty (30) days, file a copy of such findings and Order of the Court with the Board. The Board shall take note of such judgment for purposes of investigation and take appropriate action if there appears to be any violation of this resolution, or of any other applicable regulation, Colorado law or any ordinance or regulation of any state agency or municipality in the County.

The licensee shall notify the Board of any legal action pending against the licensee as described in subsections a. and b., above.

3. **Licensure/Vehicle Insurance Requirements.** C.R.S. Section 25-3.5-306. Violation-Penalty. Any person who violates any provision of C.R.S. sec. 25-3.5-301, et seq., commits a class 3 misdemeanor, shall be punished as provided by law, and shall be subject to license revocation proceedings.
4. **Remedies.** These regulations create no private remedy for the breach of any provision of these regulations. The penalties set forth herein are the sole and exclusive penalties and remedies for the breach of any provisions of these regulations.
5. **Severability.** If any of the provisions of these regulations are determined to be invalid, such determination shall not affect the remaining provisions of these regulations.
6. **Emergency Medical Services County Council.** There is hereby created a Logan County Emergency Medical Trauma Services (EMTS) Council to assist and advise the Board of County Commissioners in the interpretation, application, amendment and enforcement of the Resolution, and such EMTS Council shall be in an advisory capacity to the Board.
  - a. The EMTS Council shall advise the Board regarding standards for treatment, transportation, and training of emergency medical services personnel, communications, documentation systems, and appropriation of monies received from regional, state or federal funds.
  - b. All members of the council shall be appointed by and serve at the pleasure of the Board.
  - c. Membership on the Council may generally consist of a representative from each EMTS agency (service or education) within Logan County, consumers,

Exhibit E

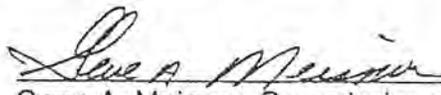
and a physician. Representation will also be encouraged from health care institutions and law enforcement, and persons in the following disciplines: EMS transport, dispatch, law enforcement, volunteer and paid fire departments, and health care providers.

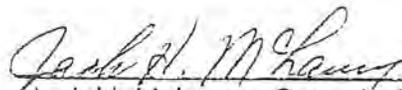
- d. The Council shall adopt bylaws, approved by the Board of Commissioners, for efficient operation.

Adopted this 3 day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

  
\_\_\_\_\_  
Gregory A. Etl, Chairman (Aye)(Nay)

  
\_\_\_\_\_  
Gene A. Meisner, Commissioner (Aye)(Nay)

  
\_\_\_\_\_  
Jack H. McLavey, Commissioner (Aye)(Nay)

CERTIFICATE

I, Roberta J. Perry, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in regular session on the \_\_\_\_ day of January, 2006.

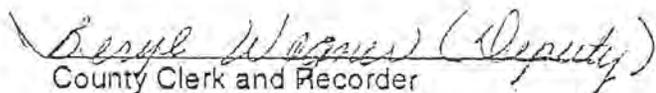
  
\_\_\_\_\_  
Cheryl Wagner (Deputy)  
County Clerk and Recorder

Exhibit E

RESOLUTION  
NO. 2008- 34

A RESOLUTION AMENDING THE LOGAN COUNTY EMERGENCY MEDICAL SERVICES  
RESOLUTION BY THE ADDITION OF AN ARTICLE VI TO PROVIDE FOR AN  
AMBULANCE SERVICE COMPLAINT RESOLUTION PROCEDURE.

WHEREAS, regulations adopted by the Colorado Department of Public Health and Environment at Section 12.4, 6 Code of Colorado Regulations 1015-3, require counties to have a written complaint investigation policy and procedure to address complaints made against any ambulance service licensed in the County or allegations of unlicensed ambulance service or ambulance vehicles without valid permits operating within the County; and

WHEREAS, Logan County reenacted an Emergency Medical Services Resolution in the form of Resolution 2006-1, adopted on January 3, 2006; and

WHEREAS, the amendment of said Resolution by the addition of an Article VI, in the form attached hereto and fully incorporated herein, will provide an ambulance service complaint investigation policy that meets the requirements of the regulation; and

WHEREAS, the Board of County Commissioners of the County of Logan deems it in the best interests of the citizens of Logan County to adopt this resolution establishing an ambulance service complaint investigation policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado:

1. That the Logan County Emergency Medical Services Resolution, Resolution No. 2006-1, which was adopted on January 3, 2006, is HEREBY AMENDED by the addition of Article VI: Complaints, in the form attached hereto.

2. That the Logan County Emergency Medical Services Resolution, Resolution No. 2006-1, is hereby reaffirmed in all other respects and remains in full force and effect, as amended.

Adopted and Signed this 1st day of July, 2008.

THE BOARD OF COUNTY COMMISSIONERS  
COUNTY OF LOGAN, STATE OF COLORADO

Debra L. Zwirn (Aye) (Nay)  
Debra L. Zwirn, Chair

Gene A. Meisner (Aye) (Nay)  
Gene A. Meisner

Jack H. McLavey (Aye) (Nay)  
Jack H. McLavey

I, Pamela M. Schneider, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the \_\_\_ day of July, 2008.

Beryl W. Schneider (Deputy)  
County Clerk and Recorder

Exhibit E

## ARTICLE VI: COMPLAINTS

1. **Origination of Complaints.** Alleged violation of these Regulations by a licensed ambulance service, or individual medical providers employed by or associated with a licensed ambulance service, or by an ambulance service operating in the County without a license or vehicle permits, shall be made in writing by any party and addressed to the Board, or by the Board on its own initiative. Any individual bringing a matter of medical competency to the Board shall waive the right of any applicable patient confidentiality as a condition of complaint submission and subsequent investigation. If any legal action is filed against a licensed ambulance service in a court of the United States, the State of Colorado or any of its political subdivisions, the licensee shall notify the Board within ten (10) business days of being served with legal process in the legal action. A violation of these Regulations shall not be presumed based solely on the allegation. In the event that a judgment is entered against the licensee, the licensee shall file a copy of the findings of fact, conclusions of law and order of the court with the Board and the County Clerk and Recorder within ten (10) business days of the entry of judgment. If an action against an ambulance service license is undertaken by another jurisdiction, the licensee shall notify the Board within ten (10) business days of the institution of such action. A violation of these Regulations shall not be presumed based solely on the action. If the action results in a suspension or revocation of the ambulance service license by another jurisdiction, the licensee shall file a copy of the record of the adverse action with the Board within ten (10) business days.
2. **Validation of Complaints.** The Board, or its designee, shall complete an initial review of the complaint, judgment or adverse action within five (5) business days to determine if it constitutes a violation of these Regulations and has sufficient foundation to warrant a complete investigation. Any apparent violation of these Regulations having sufficient factual basis shall be fully investigated by the Board. Allegations of violations that are outside the purview of the Board shall be returned to the complainant for referral to the appropriate authority or jurisdiction. The Board shall notify the complainant in writing if the allegation lacks sufficient basis to warrant investigation. The Board shall notify the licensee in writing if a judgment or adverse action filed with the Board does not constitute a violation of these Regulations.
3. **Investigation of Complaints.** The Board shall notify the complainant in writing if the allegation is sufficient to warrant a full investigation. Upon initiation of a full investigation, the Board shall also notify the ambulance service and the medical director for the ambulance service of the alleged violation, in writing. The Board shall commence action against the ambulance service or unlicensed ambulance service if the allegation is determined to be a violation of these Regulations or, in its discretion and in consultation with the designated medical director for the ambulance service, may provide a reasonable period of time for the licensee to cure any violation or to implement corrective measures to bring the

# Exhibit E

licensee's business activities into conformance with these Regulations before commencing action to suspend or revoke a license or permit pursuant to Article IV of these Regulations. The Board may forego further hearing or action against the license or permit upon confirmation that the licensee has cured the violation and satisfied any conditions reasonably imposed by the Board. The Board shall notify the complainant in writing if an investigation determines that the allegation fails to constitute a violation of these Regulations or that the licensee has cured the violation.

## Exhibit E

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## MOTOR VEHICLE LEASE

This agreement is between the CITY OF STERLING, a municipal corporation, of 421 N. 4<sup>th</sup> Street, Sterling, CO 80751, hereinafter referred to as "City," and the COUNTY OF LOGAN, a political subdivision of the State of Colorado, of 315 Main Street, Sterling, CO 80751, hereinafter referred to as "County."

WHEREAS, the City and County are parties to a Contract For Services (the "Contract"), effective January 1, 2016, for the provision of ambulance service; and

WHEREAS, sections 6.1 and 7.1 of the Contract require the County to transfer to the City exclusive possession, use and control, but not ownership, of certain assets, which include ambulance vehicles; and

WHEREAS, section 11.14 of the Contract provides that the parties shall execute additional documents and take additional action as necessary to carry out the Contract; and

WHEREAS, the execution of this Motor Vehicle Lease (the "Lease") will formalize the transfer of possession of the ambulance vehicles to the City and will enable the City to insure the motor vehicles against property damage or loss under insurance protection provided by Colorado Intergovernmental Risk Sharing Agency (CIRSA).

IN CONSIDERATION of the payment of rentals and the mutual covenants and provisions hereinafter set forth, the County does hereby lease and rent to the City the following described motor vehicles:

### Ambulance Inventory

UNIT NUMBER	MAKE/MODEL	YEAR	V.I.N.	BEGINNING MILEAGE	IN-SERVICE DATE
Med 1	Ford F450	2011	1FDUF4HT0BE A74770	5,808	12/13/11
Med 2	International 4300	2009	1HTMRAZM09 H087340	80,540	09/23/11
Med 3	Ford E450	2001	1FDXE45F11H B12423	150,256	09/23/11
Med 5	Ford E350	2000	1FDWE35F9Y HB34928	59,600	12/13/11
Med 6	Chevy 4500	2014	1GB6G5CL6E1 171382	7	04/01/15

The City and County further agree as follows:

### **1. Lease Term**

The term of this Lease shall commence effective at 12:00 am on January 1, 2016, and shall continue thereafter until 11:59 p.m. on December 31, 2018 unless sooner terminated pursuant to the terms of either the Contract or this Lease.

### **2. Insurance**

Notwithstanding anything to the contrary provided in section 8.7 of the Contract, the City shall at all times during the term of this Lease, at County expense, keep each motor vehicle insured to the full extent of its insurable value<sup>1</sup> for such risks as County shall require, with carriers acceptable to County, for County's benefit. Such insurance shall include insurance covering vehicle and contents loss by collision, fire, theft, and other property damage, and shall have a maximum deductible amount of One Thousand Dollars (\$1,000.00). This insurance shall be written in the name of the City but endorsed with loss payable to the County or its assignee, as its interest may appear, and also endorsed to the effect that the interest of the County or its assignee shall not be invalidated by any act of the insured. The policies shall also provide that they may not be cancelled or expire without thirty (30) days advance notice to County. City will deliver proof of the issuance of the policies of insurance to County, and County shall be entitled to receive all insurance proceeds collected under the policies. In the event the City shall fail to provide any insurance specified as the responsibility of City, County, at its option, may immediately cancel this Lease without further notice and recover immediate possession of the motor vehicles. City will promptly notify County of any accident or incident that may result in an insurance claim.

### **3. License Plates and Registration**

The motor vehicles subject to this lease shall bear license plates and the title to such vehicles shall be registered in, and shall remain in, the name of County at all times during the term of this Lease. City shall not remove from the vehicles any equipment or parts, or permit to be removed, any serial number, model, name or other indicia showing ownership, without prior consent of the County. The annual registration or license fees, if any, shall be paid by County. Unless otherwise specified, the City shall, where required, register each item of equipment to conform with the laws of the State of Colorado, and the costs of any corresponding taxes or fees shall be at the expense of the County.

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<sup>1</sup>Ambulance Inventory current insurable value as of 12/3/2015 = \$947,380

#### **4. Payment of Rentals**

The rent for the term of this Lease shall be \$1.00 (One Dollar) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the execution of this Lease.

#### **5. Use of Vehicle**

City agrees that it will not use or permit the use of the vehicles leased under this Lease to be used in a negligent or improper manner, or in violation of any law, or permit the vehicles to become subject to any lien, charge, or encumbrance.

#### **6. Maintenance**

All service, materials, and repairs in connection with the use and operation of the vehicles during the Lease term, including but not limited to fuel, oil, batteries, repairs, maintenance, tires, and lubrication necessary for the proper use and operation of the vehicles, shall be arranged for, scheduled and paid for as provided in the Contract, sections 7.2.b., 7.3.b, 8.7, or any other applicable provisions of the Contract. City shall at all times during the term of this Lease keep the motor vehicles in good working order, condition and repair, shall exercise reasonable care in the use of the motor vehicles and equipment, and shall, at the termination of this Lease, surrender the motor vehicles to the County in as good order and condition as the vehicles are now, reasonable wear and tear excepted.

#### **7. Risk of Loss**

Subject to the City's obligations to procure and maintain insurance on the vehicles as provided in section 2, above, the County shall bear all risks of damage or loss of the vehicles, or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of the vehicles shall be at the cost and expense of the County and shall be accessions to the vehicles. The rent on the vehicles shall not be prorated or abated while any vehicle is being serviced or repaired.

#### **8. Indemnity**

The parties to this Lease shall indemnify each other and hold each other harmless for all claims, losses, causes of action, costs, damages, liabilities and expenses, including reasonable attorney fees, arising from the use, maintenance, and operation of the vehicles leased under this Lease, as provided by section 11.3 of the Contract. However, notwithstanding the foregoing nothing in this Agreement shall be deemed a waiver of the

defenses and limitations of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*,

### **9. Additional Charges**

The County agrees to pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to the vehicles by any duly constituted governmental authority as the result of the City's use or intended use of the vehicles.

### **10. Termination**

The Lease of the vehicles terminates at the expiration of the lease term unless sooner terminated pursuant to this Lease or the Contract. If the City should breach any term, covenant or condition of this Lease, then in any such event, the County shall have the right to terminate this Lease prior to the expiration of the lease term and retake immediate possession of the motor vehicles.

### **11. Surrender of Vehicles**

On expiration of the lease term, the City shall surrender the motor vehicles leased under this agreement to the County, in the same condition as when received, less reasonable wear and tear, and free from collision or other damage.

### **12. Warranties**

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE COUNTY TO THE CITY, EXCEPT AS CONTAINED IN THIS LEASE AND COUNTY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CITY, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLES, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLES, OR BY OTHER FAILURE OF THE VEHICLES, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLES LEASED UNDER THIS LEASE.

### **13. No Assignment**

City agrees not to assign, transfer, sublet or encumber any of its rights under this Lease, or the Lease itself.

### **14. Inspection by County**

For the purposes of examining and inspecting the condition of the vehicles, County may from time to time and upon reasonable notice enter any premises in which the vehicles may then be.

## 15. Default

County, at its option, may by written notice to City declare this Lease in default on the happening of any of the following:

- I. Default by City in payment or performance of any of its obligations under this Lease.
- II. Voluntary assignment of City's interest.
- III. Involuntary transfer of City's interest by operation of law.
- IV. Expiration or cancellation of any policy of insurance agreed to be procured and maintained by City, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Lease.

On declaration by County that the Lease is in default, the vehicles then subject to the Lease shall be surrendered and delivered to County, and County may take possession of the property wherever it may be found, with or without process of law, and for that purpose may enter on the premises of City. On default, City and City's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles leased under this Lease, or the possession or use of such vehicles, and County shall retain all rents and other sums paid by City under this Lease with respect to such vehicles.

## 16. Waiver

Failure of County in any one or more instances to insist on the performance of any of the terms of this Lease, or to exercise any right or privilege conferred in this Lease, or the waiver of any breach of any terms of this Lease shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

## 17. Lease Only

This agreement is one of leasing only and City shall not acquire any right, title, or interest to the vehicles leased under this Lease other than that of a lessee. Title to the motor vehicles shall remain in County at all times during the term of this Lease.

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
LOGAN COUNTY, COLORADO

By \_\_\_\_\_  
Rocky L. Samber, Chairman (Date)

By \_\_\_\_\_  
Gene A. Meisner, Commissioner

By \_\_\_\_\_  
David G. Donaldson, Commissioner

ATTEST:

\_\_\_\_\_  
County Clerk and Recorder

Address: Logan County Board of County Commissioners  
315 Main Street  
Sterling, CO 80751

CITY OF STERLING, COLORADO

By   
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Address: Office of the City Manager  
City of Sterling  
421 N. 4<sup>th</sup> St.  
Sterling, CO 80751

**BUDGET YEAR 2 0 1 6**  
**CERTIFICATION OF LEVIES AND REVENUE**

BY

LOGAN  
**COUNTY COMMISSIONERS**

STATE OF COLORADO  
Division of Property Taxation  
Department of Local Affairs  
1313 Sherman Street, #419  
Denver, Colorado 80203

**Distribution:**

Property Tax Administrator	- 1 COPY
Division of Local Government	- 1 COPY
School Finance Office	- 1 COPY
Assessor	- 1 COPY
Board of County Commissioners	- 1 COPY

Prepared by Debbie Unrein

Phone No. 970-522-0880 ext. 256

**CERTIFICATION OF LEVIES AND REVENUE**

**S U M M A R I E S**

<u>TYPE OF LEVY</u>	<u>ASSESSED VALUATION</u> Nearest Ten Dollars	<u>NET GEN OPERATING OR CONTRACTUAL OBLIGATIONS</u>				<u>TOTAL ALL FUNDS</u> Revenue Dollars
		<u>NET TOTAL PROGRAM &amp; CAT BUYOUT</u> Revenue Dollars	<u>BOND REDEMPTION OVERRIDES</u> Revenue Dollars	<u>REFUND/ABATEMENT TRANSPORTATION</u> Revenue Dollars	<u>CAPITAL EXPENDITURES OTHER</u> Revenue Dollars	
<b>SCHOOLS</b>						
Districts .....		7,727,249	3,184,932	4,933		10,917,114
Junior Colleges .....		100				100
Sub-Total Schools .....	0	7,727,349	3,184,932	4,933		10,917,214
<b>LOCAL GOVERNMENT</b>						
Counties .....		7,878,467		3,725	620,889	8,503,081
Cities and Towns .....		1,348,385		1,017		1,349,402
Title 32						0
Local Improvement & Service All Other						
Local Improvement & Service		1,229,134	177,525	32,106	0	1,438,765
Sub-Total Local Government	0	10,455,986	177,525	36,848	620,889	11,291,248
<b>TOTAL VALUATION &amp; REVENUE:</b>	<b>0</b>	<b>18,183,335</b>	<b>3,362,457</b>	<b>41,781</b>	<b>620,889</b>	<b>22,208,462</b>

**CERTIFICATION:**

STATE OF COLORADO )  
 ) SS:  
 COUNTY OF LOGAN )

I, Rocky L. Samber, Chairman, Board of County Commissioners of LOGAN County, State of Colorado, do hereby certify that the above and foregoing are true copies of valuations as certified to County Commissioners by the County Assessor, and levies and revenue are certified to the Assessor and Property Tax Administrator by the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand at STERLING, Colorado, the 22nd day of DECEMBER, 2015.

\_\_\_\_\_  
 Chairman, Board of County Commissioners



**CITIES AND TOWNS**

(DPT use) ONLY	CITY/TOWN NAME	ASSESSED VALUATION Nearest Ten Dollars	(3) CONTRACTUAL OBLIGATIONS*								TOTAL ALL FUNDS		
			(1) GENERAL OPERATING		(4) BOND REDEMPTION*		(5) REFUNDS/ABATEMENTS		(7) CAPITAL EXPENDITURE**				
			(2) TEMPORARY TAX CREDIT~ Levy (Mills)	Revenue (Dollars)	(Levies approved at election) Levy (Mills)		Revenue (Dollars)	(6) OTHER*** Levy (Mills)		Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	Levy (Mills)
	STERLING	87,061,400	(1) 14.027	1,221,210	(3)		(5) .004	348	(6)		(7)	14.031	1,221,558
	FLEMING	1,672,620	(1) 29.285	48,983	(3)		(5)		(6)		(7)	28.319	47,367
	MERINO	1,275,080	(1) 16.470	21,001	(3)		(5) .525	669	(6)		(7)	16.995	21,670
	PEETZ	889,480	(1) 36.899	32,821	(3)		(5)		(6)		(7)	32.777	29,155
	CROOK	698,760	(1) 4.122	(3,666)	(3)		(5)		(6)		(7)	26.791	18,720
	ILIFF	981,610	(1) 31.811	22,228	(3)		(5)		(6)		(7)	11.137	10,932
			(1) 11.137	10,932	(3)		(5)		(6)		(7)		
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ALL OTHER LOCAL IMPROVEMENT & SERVICE DISTRICTS

(All Non-Title 32 districts and Title 32 districts with no bond levy. See instructions for list of Title 32 districts.)

DPT use ONLY	DISTRICT NAME	ASSESSED VALUATION Nearest Ten Dollars	(3) CONTRACTUAL OBLIGATIONS*						(7) CAPITAL EXPENDITURE**		TOTAL ALL FUNDS		
			(1) GENERAL OPERATING		(4) BOND REDEMPTION*		(5) REFUNDS/ABATEMENTS		Levy (Mills)	Revenue (Dollars)	Levy (Mills)	Revenue (Dollars)	
			(2) TEMPORARY TAX CREDIT~	Revenue (Dollars)	(Levies approved at election)	Revenue (Dollars)	(6) OTHER***	Revenue (Dollars)					
	FRENCHMAN		(1) .153	3,339	(3)		(5)						
	GROUNDWATER MANAGEMENT	21,824,180	(2) (0.025)	(546)	(4)		(6)			(7)		0.128	2,793
	HIGHLAND PARK SANITATION	2,873,710	(2)		(4)		(6)			(7)		0.000	0
	LOWER SOUTH PLATTE		(1) .500	89,435	(3)		(5) .007	1,252					
	WATER CONSERVANCY	178,869,990	(2) (.003)	(537)	(4)		(6)			(7)		0.504	90,150
	HAXTUN SOIL CONSERVATION DISTRICT	7,574,760	(2)		(4)		(6)			(7)		0.500	3,787
	NORTHERN COLO WATER CONSERVANCY DISTRICT	177,525,260	(2)		(4)	(3) 1.000	177,525	(5)		(7)		1.000	177,525
	LOGAN COUNTY		(1) 1.160	133,352	(3)		(5)						
	PEST CONTROL DISTRICT	114,959,050	(2) (.132)	(15,175)	(4)		(6)			(7)		1.028	118,177
	STERLING FIRE PROTECTION DISTRICT	108,174,230	(1) 2.482	268,488	(3)		(5) .002	216		(7)		2.123	229,654
	CROOK FIRE DISTRICT	33,703,720	(1) 8.000	269,630	(3)		(5)			(7)		8.000	269,630
	HAXTUN FIRE PROTECTION	10,914,990	(1) 3.204	34,972	(3)		(5)			(7)		3.404	37,155
	PEETZ FIRE PROTECTION	56,910,130	(2) 2.946	167,657	(3)		(5)			(7)		3.343	190,250
	FLEMING FIRE PROTECTION	13,028,280	(2) (.103)	(5,862)	(4)		(6) .500	28,455		(7)		5.996	78,118
			(1) 5.996	78,118	(3)		(5)						
			(2)		(4)		(6)			(7)			
			(1) \$		(3) \$		(5) \$						
			(2) \$(		(4) \$		(6) \$			(7) \$		xxx	\$

TOTAL: CONT. NEXT PAGE

~Negative levy & dollar (Temporary tax credit must go here. If the entity applied it to a component levy other than General Operating, please footnote.)

29-1-301(1.2), CRS

\*All entries in the column MUST be approved at election .

\*\*Election generally not required (some entity-specific exceptions); includes capital expenditures approved under 29-1-301(1.2), C.R.S.

\*\*\*Other special fund levies exempt from the 5.5% statutory revenue limitation. (NAME MUST BE FOOTNOTED).



**TAX INCREMENT FINANCE BREAKDOWN \***

District TIF  
Base Value  
(PLEASE FILL IN BLANK)

\_\_\_\_\_ Full name of Tax Increment Finance area

- 1. RE1 VALLEY SCHOOL DISTRICT # RE1 includes \$ 9,087,210 Assessed Valuation and \$ 352,148 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**
- 2. COUNTY PURPOSES include \$ 9,087,210 Assessed Valuation and \$ 248,899 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**
- 3. CITY OF STERLING includes \$ 9,087,210 Assessed Valuation and \$ 127,503 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**
- 4. \_\_\_\_\_ FIRE PROTECTION DISTRICT includes \$ \_\_\_\_\_ Assessed Valuation and \$ \_\_\_\_\_ Revenue attributable to \_\_\_\_\_.
- 5. LOWER SOUTH PLATTE WATER CONSERVANCY (special district) includes \$ 9,087,210 Assessed Valuation and \$ 4,580 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**
- 6. NORTHERN COLORADO WATER CONSERVANCY DISTRICT (special district) includes \$ 9,087,210 Assessed Valuation and \$ 9,087 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**
- 7. LOGAN COUNTY WATER CONSERVANCY DISTRICT (special district) includes \$ 9,087,210 Assessed Valuation and \$ 7,070 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**
- 8. \_\_\_\_\_ (special district) includes \$ \_\_\_\_\_ Assessed Valuation and \$ \_\_\_\_\_ Revenue attributable to \_\_\_\_\_.
- 9. \_\_\_\_\_ (special district) includes \$ \_\_\_\_\_ Assessed Valuation and \$ \_\_\_\_\_ Revenue attributable to \_\_\_\_\_.
- 10. TOTAL VALUATION AND REVENUE includes \$ 9,087,210 Assessed Valuation and \$ 749,287 Revenue attributable to STERLING URBAN RENEWAL AUTHORITY. **5,740,880**

\* NOTE: ON THE FRONT 6 PAGES OF THIS CERTIFICATION, SHOW THE GROSS ASSESSED VALUATION OF ALL PROPERTY WITHIN THE DISTRICT NOT THE NET. (Total assessed valuation as if the TIF did not exist.)