INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into this 12th day of October, 2016 ("***Effective Date***") by and between the Poudre Fire Authority, a political subdivision of the State of Colorado ("***Authority***"), and the City of Fort Collins, Colorado, a home rule municipality of the State of Colorado ("***City***"). The Authority and the City are referred to individually as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, the City and the Poudre Valley Fire Protection District (collectively with the City, the "***Member Agencies***") formed the Authority in 1981 pursuant to an Intergovernmental Agreement Establishing the Poudre Fire Authority, as amended and restated on November 3, 1987 and again on July 15, 2014 ("***2014 IGA***"), for the purpose of providing fire protection and related emergency services. A copy of the 2014 IGA is attached as **Exhibit A** and incorporated herein by reference,

WHEREAS, the Parties are authorized by the Colorado Constitution, Article XIV, Section 18, and C.R.S. § 29-1-203 to enter into cooperative agreements to provide to each other any function, service, or facility lawfully authorized to each Party;

WHEREAS, the 2014 IGA sets forth, among other things, the Authority's general power to exercise all powers lawfully authorized to the Member Agencies, the Authority's specific powers, the Authority's right and responsibility to hold all right, title, and interest in any and all real property transferred to the Authority, and the delegation by the Member Agencies to the Authority the power, duty, and responsibility to maintain, operate, manage, and control all of the Authority's facilities, equipment, personal and real property, and resources;

WHEREAS, on January 15, 1991, pursuant to a Deed of Easement, a copy of which is attached as **Exhibit B**, Hubert J. Gilmartin, Florence R. Gilmartin, and Keith J. Gilmartin (collectively, the "***Gilmartins***") granted, sold, and conveyed to the City, its successors and assigns, a perpetual easement and right-of-way ("***Easement***") to install, operate, maintain, repair, reconstruct, replace, inspect, remove, at any time and from time to time public improvements (including without limitation, street, utilities, sidewalk and drainage), together with a right-of-way for access on, along, through and under certain real property situated in the County of Larimer, State of Colorado, more particularly described on the attached Exhibit A.

WHEREAS, the Easement is for public use, and the Authority and the Authority's officers, directors, employees, volunteers, agents, and guests use the Easement for access to the Authority's Training Center located at 3400 West Vine Drive, Fort Collins, Colorado, 80521;

WHEREAS, because of its direct interest in the day-to-day use, condition and operation of the Easement, and as a service to the City, the Authority is willing to assume the power, duty,

Exhibit D

and responsibility to maintain, operate, manage, control, and assert all rights under and pursuant to the Easement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. In exchange for the benefit to the City from the Authority's assumption of responsibility for the Easement, the City expressly delegates to the Authority the power, duty, and responsibility to maintain, operate, manage, control, and assert all rights under and pursuant to the Easement ("***Delegation of Duties***"). This Delegation of Duties includes, but is not limited to, the right to initiate a civil action in the Authority's name to assert the Parties rights under the Easement, including but not limited to filing an action to enjoin any third-party from interfering with the Easement.

2. In recognition of the benefit to the Authority of ensuring the efficient operation and management of the Easement, the Authority agrees to accept this Delegation of Duties and assume responsibility for the Easement as described herein.

3. This Delegation of Duties is granted by the City to the Authority, as benefited party of the Easement, subject to the terms, conditions, and restrictions contained in the Easement.

4. The Parties acknowledge and agree that this Delegation of Duties is consistent with, and directly contemplated by, Sections 3.1, 3.2, 4.1, and 7.1 of the 2014 IGA.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement.

POUDRE FIRE AUTHORITY

By: _____

Title: PFA Board Chair

Date: 11/15/2016

CITY OF FORT COLLINS, COLORADO

By: _____
Darin A. Atteberry, City Manager

Date: 10/16/16

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney

2490204.1

Exhibit A

AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT

ESTABLISHING THE POUDRE FIRE AUTHORITY

THIS AGREEMENT, entered into this 15th day of July, 2014, pursuant to Section 29-1-201 et seq., C.R.S., by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City", and THE POUDRE VALLEY FIRE PROTECTION DISTRICT, Larimer County, State of Colorado, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the parties to this Agreement have entered into previous intergovernmental agreements providing for the formation of an independent governmental entity for the purpose of providing fire protection and related services, as noted in such previous intergovernmental agreements, within the respective territorial limits of the parties hereto, which entity is known as the POUDRE FIRE AUTHORITY; and

WHEREAS, those previous agreements, as amended, have been mutually beneficial in providing a higher degree of protection to persons and property within the respective territorial limits of the parties hereto; and

WHEREAS, the parties desire to provide for the continued existence of the POUDRE FIRE AUTHORITY, and to amend and restate in full all previous intergovernmental agreements regarding the establishment and operation of the POUDRE FIRE AUTHORITY.

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

ARTICLE I

GENERAL PROVISIONS

1.1. Term of the Agreement. This Agreement shall be in effect from the date first above written until terminated by the parties as herein provided. In addition to the option to terminate for non-appropriation as described in Section 5.4., below, this Agreement may be terminated under this Section by either party hereto, provided written notice of termination is given to the other party. The effective date of termination shall be on December 31 of any calendar year, provided said termination shall be no sooner than twenty-four (24) months after service of the written notice of termination.

1.2. Poudre Fire Authority. The existence of the independent governmental entity known as the "POUDRE FIRE AUTHORITY", hereinafter referred to as the "Authority", created by the intergovernmental agreement of the parties dated December 22, 1981, as such agreement was amended thereafter, is hereby continued. The Authority is an independent governmental entity separate and distinct from the City and the District. The Authority may provide, either directly or by contract, fire protection, emergency medical, rescue and ambulance services, enforcement of fire prevention codes, hazardous materials response, and other emergency services typically provided by a public fire department and that may be provided by a fire department under the City Charter and by a fire protection district organized pursuant to Article 1, Title 32, C.R.S., within the respective territorial limits of the parties (collectively, the "Fire Rescue Services").

1.3. Nature of the Authority. The Authority is a separate legal entity organized pursuant to Section 29-1-203(4), C.R.S. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to the District and the City, including, but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; and Part 4 of Article 6, and Parts 2 and 3 of Article 72 as applicable to the Authority, and Article 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. The parties intend that the Authority not be considered a "district" subject to Article X, Section 20 of the Colorado Constitution. The Authority boundaries shall consist of the combined territorial boundaries of the parties.

1.4. Governing Board. The Authority shall be administered by a governing Board of five (5) members, hereinafter referred to as the "Board." The City shall appoint two (2) members and the District shall appoint two (2) members. The fifth member shall be appointed annually at the first regular meeting of the Board in August of each year by majority vote of the four other members as appointed by the City and District.

A. All appointees and terms of appointment shall be at the discretion of the appointing entity.

B. All vacancies on the Board shall be filled by the appointing entity.

1.5. Meetings of the Board.

A. Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by resolution of the Board.

B. Special Meetings. Special meetings may be called by the Chair of the Board or by the Board at such times as the Chair or the Board may determine to be necessary, provided that written notice or notice by telephone or electronic mail of the time, place, and business of such meeting is given to each Board member at least twenty-four (24) hours prior to such meeting. Any Board member may sign a waiver of notice which waiver shall then be in lieu of any other notice requirement. A

Board member attending any special meeting shall be deemed to have received the necessary notice.

C. Open Meetings. All meetings of the Board shall be open to the public, except that the Board may go into executive session as permitted by state law.

D. Electronic Attendance. If approved by the Board, the Board members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity.

1.6. Minutes. The Secretary shall cause all minutes of the meetings of the Board to be kept and shall, prior to the next meeting, provide a draft of the minutes to each member of the Board for consideration at the next meeting.

1.7. Voting; Quorum; Required Votes. Each member of the Board shall have one (1) vote. A quorum of the Board shall consist of three (3) members, provided that the City and the District are represented by at least one of their appointees, and no official action on any matter may be taken by the Board unless a quorum is present. Unless otherwise required by law, the affirmative votes of a majority of the Board members present shall be required for the Board to take any action.

1.8. By-laws. The Board may adopt such by-laws, rules and regulations as necessary for the conduct of its meetings and affairs.

ARTICLE II

OFFICERS AND EMPLOYEES

2.1. Chair, Vice Chair and Secretary. The Board shall elect a Chair and Vice Chair from its members, and shall appoint a Secretary who may, but need not, be a member of the Board. Said officers shall perform the duties normal for said offices, including the following:

A. The Chair shall sign all contracts on behalf of the Authority, except contracts or agreements that may be signed by the Fire Chief of the Authority, as herein provided, and shall perform such other duties as may be imposed by the Board.

B. The Vice Chair shall perform all of the Chair's duties in the absence of the Chair.

C. The Secretary shall attest to all contracts signed on behalf of the Authority and perform such other duties as may be imposed by the Board.

2. 2. Management. The Board shall appoint a Fire Chief to manage the Authority. Subject to the supervision of the Board and the powers specifically reserved to the Board as

described in Article III of this Agreement, the Fire Chief shall have all powers and authorities provided for a municipal fire chief and a fire chief under Section 32-1-1002, C.R.S., and shall oversee and manage all business and affairs of the Authority, including the operation, maintenance, management, administration, and provision of all facilities, improvements, equipment, services and personnel, in the manner typically associated with a fire and emergency rescue agency for which the fire chief has been delegated authority by the governing body to manage all aspects of the agency, including the authority associated with a chief executive, administrative, and operational officer. The powers of the Fire Chief shall include, but not be limited to, the following:

A. To provide for the planning, design and construction of any buildings, additions or improvements to the facilities owned by the Authority.

B. To execute any contract for capital costs, costs of special services, equipment, materials, supplies, maintenance or repair that involves any expenditure by the Authority of less than Seventy-Five Thousand Dollars ($75,000), providing such expenditure is within budget. This expenditure limit will be increased or decreased every five years according to the cumulative Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. Such adjustment will be made by the Board.

C. To employ all personnel of the Authority required for the provision of Fire Rescue Services and maintenance and operation of all facilities and to make such personnel decisions as he or she deems appropriate, including without limitation, decisions as to organization, staffing levels, deployment, promotions, demotions, discipline and, where deemed necessary by the Fire Chief, termination.

D. To employ all personnel required in connection with the planning, design and construction of any buildings, additions or improvements to the facilities owned by the Authority.

E. To expend funds and enter into contracts, whenever required, for the immediate preservation of the public health, safety, and welfare, provided that the amount of funds involved does not exceed one percent (1%) of the annual budget of the Authority for the year in which the funds are expended or the contract is made.

F. To dispose of by sale any personal property of the Authority with a value of less than Fifty Thousand Dollars ($50,000). This sale limit shall be increased or decreased every five years according to the cumulative Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. Such adjustment shall be made by the Board.

G. To approve payroll payments and other demands for payments by the Authority, provided that such payments are within budget and that no individual payment exceeds Seventy-Five Thousand Dollars ($75,000). This payment limit will be increased or decreased every five years according to the cumulative Denver-Boulder Consumer Price Index for Urban Consumers, as published by the Bureau of Labor Statistics. Such adjustment will be made by the Board.

H. To prepare and submit to the Board an annual operating budget for the next fiscal year in accordance with the budget schedules of the City and District.

I. To adopt general operating guidelines, including but not limited to non-personnel matter policies and procedures, operating policies and inspection policies, as deemed appropriate by the Fire Chief.

J. To generally supervise the acquisition, construction, management, maintenance and operation of the Authority's facilities and personnel.

K. To negotiate with labor groups as may be required by state law or authorized by the Board.

L. To negotiate with a provider of ambulance services dispatched through the City's public safety answering point (PSAP) within the Authority's service area, including, but not limited to, an exclusive service agreement, performance standards, and other provisions as deemed appropriate, to be approved by the Board.

M. To conduct procurement and purchasing processes consistent with the City's administrative procurement policies and procedures, unless excepted from those policies and procedures by the Board.

N. To provide an Annual Report regarding the activities and accomplishments of the Authority, including reports to the City and District for the purpose of reviewing annual performance measurements and metrics, goals, actual spending to budget, benefits to the community related to strategic outcome goals, operational efficiency, productivity improvements, and issues of concern to the Authority, the District, and the City, with such report to be submitted annually in the second quarter of each year. The Authority shall also provide the community with regular updates throughout the year related to its performance as measured by relevant performance metrics, including analysis of effectiveness in meeting community service needs.

O. To perform such other duties as directed by the Board and report to the Board at such times and on such matters as the Board may direct.

2.3. Legal Advisor. The Board shall have the power to appoint, through a competitive selection process as determined by the Board, an attorney to provide legal services to the Authority.

2.4. Other Employees. The Board shall have the power to appoint and employ such other persons, agents, and consultants for the purpose of providing professional, technical or consulting services as may be necessary for the purposes of this Agreement.

ARTICLE III

POWERS OF THE AUTHORITY

3.1. General Powers. The Authority shall exercise, in the manner herein provided, the powers lawfully authorized to each of the parties, as provided by the laws of the State of Colorado, and all incidental, implied, expressed or necessary powers for the accomplishment of the purposes of this Agreement as provided herein. The Authority's powers shall be exercised by the Board unless otherwise designated by this Agreement, applicable law, or delegation of the Board. The Authority shall not have the power to levy taxes.

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

A. To make, enter into, and perform contracts of every kind as authorized by law with other governmental entities, the State of Colorado, or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

B. To employ all necessary personnel.

C. To acquire, construct, manage, maintain, and operate any buildings, works, improvements or other facilities.

D. To acquire, hold or dispose of property.

E. To sue and be sued in its own name.

F. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and, as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets,

contracts, easements, revenues and privileges of the Authority; providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority's revenues and assets; and further providing that no obligation of the Authority shall be or become an obligation of either the City or the District without the express written consent of such party.

G. To apply for, accept, receive and disperse grants, loans and other aid from any governmental entity or political subdivision thereof.

H. To invest any unexpended funds that are not required for the immediate operation of the Authority, as the Authority determines is advisable, in accordance with the laws of the State of Colorado; provided, however, that such investment management and cash management services will be provided by the City through its Finance Department.

I. To administer and enforce the Fire Code adopted by the City and District, and as adopted or consented to by other municipalities and counties within the Authority's service area.

J. To contract with a provider of ambulance services dispatched through the City's public safety answering point (PSAP) within the Authority's service area through any lawful means, including, but not limited to, an exclusive service agreement, performance standards or other provisions as deemed appropriate by the Board.

K. To adopt bylaws, rules, and regulations respecting the exercise of its powers and carrying out of its purposes.

L. To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority in the manner provided by law.

M. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, cooperative, or operations with others, and to exercise all the powers granted herein in joint, partnership, cooperative, or other operations with others.

N. To act as agent on behalf of the parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the parties or any other party, to the extent permitted by law and the terms of such contracts and agreements.

O. To carry out all provisions of this Agreement.

ARTICLE IV

ORGANIZATIONAL PROCEDURE

4.1. Delegation of Powers. Duties and Responsibilities.

A. Each of the parties hereto delegates to the Authority the power, duty and responsibility to maintain, operate, manage and control all of the Fire Rescue Services facilities, equipment, resources and property of the Authority, including without limitation, all fire stations, land, buildings and firefighting, emergency medical and rescue equipment, and to employ the necessary personnel and do any and all other things necessary or desirable to provide continued efficient and economical Fire Rescue Services to all persons and property within the respective territorial limits of the parties hereto, which area shall be considered the jurisdiction of the Authority.

B. The Authority is hereby empowered to provide Fire Rescue Services to persons and property outside the jurisdiction of the Authority by agreement in exchange for payment or reciprocal services, as long as such additional services can be provided through the use of existing facilities, equipment, resources, and personnel of the Authority.

4.2. Personnel.

A. The Board shall adopt the rules, regulations and procedures necessary to govern personnel matters.

B. During the term of this Agreement, all employees transferred from the City and the District under the original Intergovernmental Agreement and all employees hired by the Authority shall be employees of the Authority subject to the terms and conditions of employment in effect as stated in Authority Personnel Rules and Regulations, as amended from time to time.

C. All of the time that a transferred employee has spent as a Fire Department employee of either the City or the District shall be considered as time employed by the Authority for the purpose of determining any conditions or benefits of employment with the Authority.

D. The establishment of the Authority as an independent governmental entity shall not affect in any manner the rights of City or District employees, hired prior to January 1, 1982, insofar as they relate to pension benefits provided by the laws of the State of Colorado.

E. At the termination of this Agreement, any unfunded pension liabilities incurred by the Authority during the term of this Agreement shall be assumed by the City or the District in proportion to the allocation of Authority personnel to the City and the District.

F. If this Agreement is terminated, the parties agree that any employee of the Authority who was an employee of the City or the District on January 1, 1982 shall be restored to employment with the employee's original employer (City or District as applicable) or the entity which has need for additional employees. Said employment shall be subject to the terms and conditions of employment then in effect as stated in City or District personnel rules.

4.3. Authority Fund. The Board shall establish an Authority Fund to account for all financial transactions of the Authority in accordance with generally accepted accounting principles.

ARTICLE V

BUDGET; MAINTENANCE AND OPERATION COSTS; OTHER COSTS

5.1. Annual Budget.

A. The Board shall adopt a preliminary budget for maintenance and operation costs, capital costs, and costs of other services in accordance with the budget schedules of the City and the District, which budget may be amended from time to time based on changes in revenue projections made by the City and the District. The Board shall submit the budget to the respective governing bodies of the parties hereto. The budget shall become the Authority budget only after approval of the appropriations by the respective governing bodies and final approval by the Board.

B. The financial contributions of the parties for the funding of the Authority shall be determined by the Revenue Allocation Formula, hereafter referred to as the "RAF," as set forth in Exhibit A, attached hereto and incorporated by this reference.

C. The Board shall present requests for supplemental appropriations to the respective governing bodies of the parties hereto. For the purposes of this Agreement, "supplemental appropriations" shall mean any appropriation made above and beyond the annual appropriation made during the budgetary process.

D. The Board shall have the power to reappropriate funds in the fund balance for whatever purpose the Board deems appropriate or necessary without approval of the City or District. Such reappropriations shall be made only

at meetings of the Board held after proper notice has been given, according to the bylaws of the Authority.

5 2. Records and Accounts. Through the City's Finance Department, the Authority shall provide for the keeping of accurate books of account, showing in detail the capital costs, cost of services, maintenance and operating costs and all financial transactions of the Authority which books of account shall correctly show any receipts and also any costs, expenses or charges paid to or to be paid by each of the parties hereto. Said books and records shall be open to inspection at all times during normal business hours by any representative of either party or by the accountant or other person authorized by either party to inspect said books or records. The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis, utilizing the same certified public accountant as is used by the City in the auditing of its financial records. The results of said audit shall be presented to the City and the District not later than thirty (30) days after receipt by the Board.

5.3. Payment of Costs. The City shall pay the Authority monthly and the District shall pay the Authority quarterly, in advance, its allocated share of the total budgeted annual costs and expenses. The Board is authorized to approve other arrangements for payments by the City and the District, provided the financial security of the Authority is not impaired. In addition to supplemental appropriation requests, the Board is authorized to request amounts in excess of any regular payment for the costs and expenses of the Authority, provided the total annual allocation does not exceed the estimated share of costs and expenses for either party to this Agreement. The Authority shall make available to each of the agencies a final detailed statement of the final costs and expenses for the fiscal year allocated in the same manner as estimated expenses were allocated, as soon as possible after the close of each fiscal year.

5.4. Appropriation and Non-Appropriation of Funds. Each party shall provide the funds required to be paid by it to the Authority under this Agreement from any source of funds legally available to such entity for such purpose. All financial obligations of the City and the District incurred pursuant to this Agreement are expressly contingent upon the annual appropriation of funds by each party. Upon an event of non-appropriation by one party, the party that has appropriated funds may, in its sole discretion, terminate this Agreement effective ninety (90) days after service of written notice of termination upon the other party, or may choose to continue this Agreement in effect, in which case the Authority shall adjust the level of service consistent with available revenues. If both parties fail to appropriate funds under this Agreement, then this Agreement shall terminate effective as agreed to by the parties, taking into consideration available revenues.

ARTICLE VI

SERVICES

6.1. Professional, Administrative and Support Services. The City shall provide to the Authority those professional, administrative, and support services described in Exhibit B, attached hereto and incorporated herein by this reference, upon the terms and conditions set forth therein. The Authority shall provide to the City those services also described in Exhibit B, upon

the terms and conditions set forth therein. The provision of those services shall be at no additional charge unless otherwise indicated on Exhibit B. Upon the written agreement of the City Manager and the Fire Chief, Exhibit B may be amended from time to time.

6.2. Additional Services. The City may agree to provide other additional services to the Authority, provided the Authority complies with the operating procedures of the City.

ARTICLE VII

OWNERSHIP OF PROPERTY

7.1. Real and Personal Property. The Authority shall continue to hold all right, title and interest in any and all real property and personal property transferred to the Authority by the City or the District or acquired by the Authority since January 1, 1982 for the purpose of providing Fire Rescue Services, unless such property is disposed of in compliance with the terms of this Agreement.

7.2. Asset Inventory Schedules. The Authority shall maintain separate asset inventory schedules for any and all property transferred from the City or the District which remains under the ownership of the Authority, as well as any and all property acquired by the Authority since January 1, 1982.

ARTICLE VIII

TERMINATION

8.1. Disposition of Assets. Upon termination of this Agreement pursuant to paragraphs 1.1. or 5.4. above, the assets of the Authority shall be disposed of as follows:

A. All assets acquired by the Authority from contributions from the parties shall be returned to the contributing party if said assets are still owned by the Authority.

B. If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of the asset at the time of disposal by the Authority in either cash (if available) or assets of the Authority acquired with funds provided by the parties.

C. All remaining assets acquired by the Authority after January 1, 1982, from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of the assets over the life of this Agreement.

D. The parties may agree to dispose of any assets of the Authority in any other acceptable manner.

E. If the parties cannot agree on the disposition of certain assets of the Authority, said assets shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated to the parties in the same proportion as the respective contributions of funds by the parties for acquisition of the asset.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1. Notices. Any notice required hereunder shall be in writing and shall be sufficient if deposited in the United States mail, postage prepaid to:

CITY: City Manager
City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522

DISTRICT: Chair of the Board
Poudre Valley Fire Protection District
102 Remington Street
Fort Collins, Colorado 80524

9.2. Consent. Whenever any provision of this Agreement requires consent or approval of the parties hereto, the same shall not be unreasonably withheld.

9.3. Amendments. This Agreement may only be amended in writing by the parties hereto.

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

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

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

9.7. Effect Upon Prior Agreements. This Agreement shall extinguish and replace the intergovernmental agreement entitled Intergovernmental Agreement dated November 3, 1987, and the three addenda to that Intergovernmental Agreement referenced in the Third

Addendum to the Intergovernmental Agreement Between the City of Fort Collins and Poudre Valley Fire Protection District dated May 21, 2013.

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

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

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: Karen Weitkunat
Mayor

ATTEST:

Wanda Nelson
City Clerk

CITY OF FORT COLLINS SEAL COLORADO

APPROVED AS TO FORM:

City Attorney, Asst.

POUDRE VALLEY FIRE PROTECTION DISTRICT

By: Leslie Thomas
President of the Board

ATTEST:

Vice President

APPROVED AS TO FORM:

Counsel for District

Funding Formula and Revenue Allocation Formula (RAF)

The City of Fort Collins and the Poudre Valley Fire Protection District will each make annual contributions to the Poudre Fire Authority according to the following contribution calculations:

A. City Contribution to the Authority per RAF

Subject to the Adjustments described below, the City will annually contribute to the funding of the Authority the following amounts:

1. .29 of one cent of City base sales and use tax (excluding sales and use tax revenue which has been legally pledged for use only on specific projects and debt obligations, or has otherwise been restricted or committed for a particular use as a matter of law or contract); and
2. A sum equal to 67.5 percent of the operating mill levy of the City's property taxes; and
3. Sales and use tax revenue from the voter approved tax measure currently known as "Keep Fort Collins Great" (KFCG) per the tax measure provision for fire protection and other emergency services funding.

"City Sales and Use Tax" and "City Property Tax" refer to forecasts per the City's Financial Services April projection as part of the City's Biennial Budget process. The RAF will be updated throughout that same year if there are material changes to the City Sales & Use Tax and City Property Tax April projections.

City Contribution Calculations

The formula for determining the City's Calculated Annual Contribution to the Authority will be calculated as the sum of:

1. **A portion of Base Sales and Use tax revenue**

   Total City Base Sales & Use Tax Revenue (per Financial Services April projections)
   ÷ 2.25 DIVIDE: Total 2.25 cent Base City sales and use tax to equal subtotal of 1 cent of sales and use tax
   × 0.29 MULTIPLY: RAF sales and use tax percentage share of total revenue
   Sales and use tax RAF Amount

   Example: If 2.25% sales tax yields $60 million per year, then $60 million ÷ 2.25 = $26.66 million per 1% of sales and use tax; then $26.66 million x .29 = $7.733 million is .29 cents of sales and use tax to be contributed to PFA.

2. **PLUS a portion of Property Tax revenue**

   City 9.797 Mill Property Tax Revenue (per Financial Services April projections)
   × 0.675 MULTIPLY: RAF property tax percentage
   Property tax RAF Amount

3. **PLUS tax measure revenue from Keep Fort Collins Great dedicated to fire protection and other emergency services funding**

The sum of which components equals the **City Calculated Annual Contribution** to the Authority.

Phase-in of City Contribution Adjustment ($2.6 M over 5 years)

The City's current (2014) budgeted contribution to the Authority is $2.6M below the RAF calculated amount. It is the City's intent to phase in its total contribution to equal the RAF calculation over a 5 year time period beginning in 2015 as follows:

City Calculated Annual Contribution
MINUS: Escalation Adjustment for year
Total City Contribution

Escalation Adjustment by year:
2014 = $2.6M
2015 = $2.1M
2016 = $1.6M
2017 = $1.0M
2018 = $0.5M

Annexations Adjustment:

Annexation – primarily residential:
In the event of a City approved annexation of properties included in the District that are primarily residential in nature, the RAF sales and use tax percentage and RAF property tax percentage will be adjusted to ensure no loss of revenue to PFA.

Annexation – with significant commercial or industrial components:
In the event of a City approved annexation of properties included in the District that include a significant commercial or industrial components, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments after the annexation has occurred.

URA / TIF / Adjustments and Other Implications:

In the event of Urban Renewal Authority (URA) implementation of tax increment financing (TIF) that materially affects the City contribution to the Authority or cost of service to the Authority, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments.

All parties are committed to renegotiating the RAF or contribution amount in good faith in the event of "other" implications that affect the efficient implementation of the RAF or management of the Authority in a fiscally prudent manner.

B. District Contribution

The District will annually contribute to the funding of the Authority the following amounts: The District shall annually adopt a mill levy (minimum 10.595 mills) pursuant to state law, and 100% of the mill levy revenue, less reasonable administrative expenses for the operation of the District, shall be contributed to the funding of the Authority for any authorized purpose.

C. Other Revenues

The Poudre Fire Authority will generate other revenues for support of specific programs and services through a variety of sources. The PFA is authorized to expend these funds with approval of the PFA Board of Directors in the same manner as City and District funds are allocated to PFA purposes. These revenues will be considered to be PFA's alone and not revenue of either the City or the District. These revenue sources may include such sources as:

1. Fee Revenue
    a. Plan Review and Development Review Fees
    b. Sprinkler Inspection Fees
    c. Hazardous Materials Fees
    d. Wildland Reimbursements or Fees
    e. Capital Expansion Fees passed through the City of Fort Collins or other entities
    f. Opticom Maintenance Fees
2. Cost sharing revenue for City of Fort Collins Office of Emergency Management
3. Miscellaneous Income
4. Investment Income
5. Grant Revenue
6. Federal, State or County reimbursement for disaster assistance or other purposes.

D. General Provisions

If District or City funding of the Authority changes significantly, all parties commit to renegotiating the IGA and the City and District contribution amounts in good faith.

EXHIBIT B
To Intergovernmental Agreement

Support Services Provided to the Authority by the City of Fort Collins

Department	Service	Description
Office of Emergency Management	Coordinated OEM services	• Work in close coordination with the Authority's designated emergency manager • Fund portion costs of the City's joint OEM in partnership with the City General Fund and Utility Services through the City's Budget process
Human Resources	Pension Administration	• Administer 401 Money Purchase Plans for Authority benefitted employees • Process new employee enrollment and changes in participant records • Provide GERP administration for existing participants
	Deferred Compensation Plans Administration	• Administration and support of 457 Deferred Compensation programs • Enrollment and changes processed
	Health and Welfare Benefits	• Administer health and welfare benefits (medical, dental, vision, life, long-term disability) within City self-insured plans and contract group insurance agreements • COBRA administration • New employee benefits sign-ups • Interpret plans to employees • Act as liaison between employees and insurance companies • Maintain records, files and forms
	Benefits Open Enrollment	• Provide access to health and welfare benefits through City sponsored plans in the same way as provided to covered City employees • Provide flexible spending accounts
	Training	• Access to skill development courses including technology, leadership and professional development classes. Access to personal enrichment courses such as wellness classes provided on a space available basis
	Job Posting	• Link from City employment web site to Authority's employment web site positions
	Pre-employment	• Drug Testing

Human Resources (cont.)	Records	• Personnel records maintenance • Employment verifications • Annual EEOC reporting
	Wellness programs	• Provide access to City Health Fair programs • Provide annual Health Screening/Blood Draw program to benefited employees in the same manner as provided to City employees • Provide annual flu shots to benefited employees in the same manner as provided to City employees • Provide office ergonomics reviews for Authority office employees • Provide EAP services (charged)
Financial Services	Payroll Administration	• Provide payroll services through the City's accounting and payroll system • Add new employees through the same New Hire process as used for City employees • Provide employee exit processing in the same manner as provided for City employees • Administer unemployment claims and garnishments
	Accounting	• Provide accounts payable, accounts receivable, and purchasing cards to Authority • Maintain files and records • Maintain asset inventory • Grant compliance • Cash management
	Banking and investing	• Capital projects investments (fee charged)
	Risk Management (charged)	• Provide point of contact for citizen claims • Process Worker Comp and liability claims to Authority insurance • Safety monitoring (atmospheric testing, radon, etc.) • Coordinate selection of worker's comp providers • Coordinate insurance renewals: Support and advice on Property and Casualty and Workers' Compensation Insurance contract • Liaison with insurance broker • Driver's license checks

Financial Services (cont,)	Purchasing	• Purchasing advice • Issuing purchase orders • RFP/Bid creation and coordination • Service Agreements/Contracts
	Capital Expansion Fees	• Collect and maintain accounts for Capital Expansion Fees collect from developer by the City on behalf of Authority
	Annual Financial Audit Coordination	• Annual financial audit by same auditor as contracted by the City (charged)
Operations Services:	Fleet	• Vehicle fueling (charged) • Pool vehicle rentals (charged) • Fuel payment cards • Vehicle repair (charged)
	Facilities	• Facility repairs (charged) • Service contacts (advice on who to call) • Preventive maintenance on HVACs, A/Cs, furnaces (charged) • Project management for larger projects (charged) • Real estate services (charged)
Police Services	Dispatch	• Dispatch consoles (charged)
Information Technology	Network Administration	• Work in close coordination with Authority IT in configuring, maintaining and managing the Authority's data network including network switches, routers, VPN access and wiring • Provide internet access • Provide access to internet web email • Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems • Connectivity to City core switch
	GIS	• Access to City GIS programs, data and licenses
	Voice/Phone system	• Land-line phone system network and maintenance • Partners in Verizon wireless purchases
	Server/Storage Administration	• Active Directory • Authority equipment in server room • Occasional server support

Services Provided to the City of Fort Collins by Authority	
Office of Emergency Management	• Office space for OEM • Training Center space for Emergency Operations Center • Portion of funding for Emergency Manager position • Day to day supervision of OEM function
Meeting Rooms	• Access to conference rooms, community rooms and Training Center space without fees
Community Education Programs	• Support of CityWorks program with presenters, demonstrations, access to Authority facilities • Participation in employee Safety Fair • Other fire service education programs upon request

RECEPTION#: 20110016645, 03/15/2011 at 01:29:49 PM, 1 OF 6, R $36.00 TD Pgs: 0
Scott Doyle, Larimer County, CO

15-5163

Exhibit B

RCPTN # 91005481 02/11/91 11:28:00 # PAGES - 6 FEE - $30.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - $.00

DEED OF EASEMENT

THIS DEED, made this 15th day of January, 1991, between **HUBERT J. GILMARTIN, FLORENCE R. GILMARTIN AND KEITH J. GILMARTIN** of the County of Larimer, State of Colorado, **GRANTOR**, whose address is 3316 West Vine Drive, Fort Collins, Colorado 80521 and **THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, GRANTEE**, whose address is 300 LaPorte Avenue, Fort Collins, Colorado 80521.

WITNESSETH:

That for and in consideration of the covenants and agreements herein set forth, the sum of **FOUR THOUSAND SIX HUNDRED SIXTY NINE DOLLARS** (4,669.00), and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and adequacy of which is hereby acknowledged, the Grantor hereby grants, sells and conveys to the Grantee, its successors and assigns, a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time public improvements (including without limitation, street, utilities, sidewalk and drainage), together with a right-of-way for access, on, along, through and under all of the hereinafter described real property situated in the County of Larimer, State of Colorado, being described more fully on Exhibit "A" attached hereto and by this reference made a part hereof.

Re-recorded to correct legal description.

The Grantor states that it is the lawful owner in fee simple of the real property described herein; that it has a good and lawful right and authority to grant, sell and convey said property or any part thereof and that it warrants the title of said property.

Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal the day and year first above written; and the Grantee has caused this Deed to be executed as an Agreement by its City Manager, attested to by its City Clerk, and its corporate seal to be hereunto affixed, all pursuant to a motion adopted by the City Council of the City of Fort Collins on the 15th day of January, 1991.

15

CITY OF FORT COLLINS
RES

15-5163

Hubert J. Gilmartin, Grantor

Florence R. Gilmartin, Grantor

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this 15th day of January, 1991, by Hubert J. Gilmartin, and Florence R. Gilmartin as Grantors.

Witness my hand and official seal.

My Commission expires: 1/20/94

Notary Public

15-5163
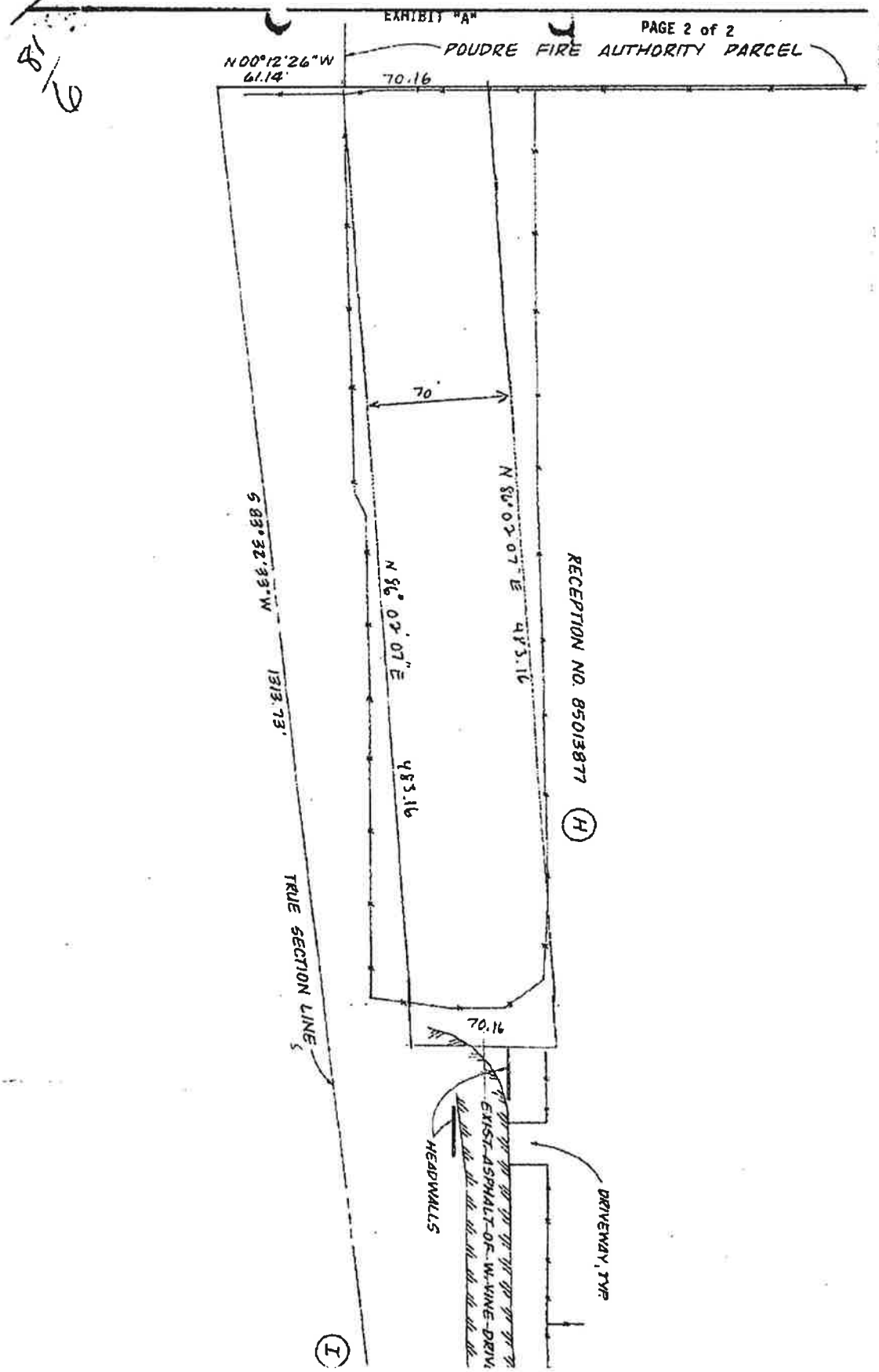
EXHIBIT "A"