

**SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF EMERGENCY SERVICES**

This Second Amended And Restated Intergovernmental Agreement For The Provision Of Emergency Services ("**2024 Agreement**") is entered into this 23rd day of July, 2024 ("**Effective Date**") by and between the Grand Junction Rural Fire Protection District ("**Fire District**") and the City of Grand Junction ("**City**"). The Fire District and City are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the City is a Colorado home rule municipality providing fire suppression and related investigatory activities, fire prevention and public education services, fire code enforcement, hazardous materials services, emergency medical and ambulance services, emergency rescue and extrication services, and related emergency services (collectively, "**Emergency Services**") through its Fire Department, both within the City's corporate boundaries and, in some cases, outside of the City's corporate boundaries by contract with the jurisdictional authority; and,

WHEREAS, the Fire District is a political subdivision of the State of Colorado, organized pursuant to the Colorado Special Districts Act, C.R.S. § 32-1-101, *et seq.*, to provide Emergency Services within its jurisdiction. The Fire District does not provide Emergency Services directly; rather, the Fire District has contracted with the City to provide the Emergency Services within the Fire District's jurisdiction, pursuant to that certain Amended and Restated Intergovernmental Agreement for the Provision of Emergency Services dated December 8, 2020 ("**2020 Agreement**"); and,

WHEREAS, at the time of the 2020 Agreement, there also existed wholly within the boundaries of the Fire Districts' jurisdiction a subdistrict known as the Grand Junction Rural Fire Protection District Redlands Subdistrict, which was organized pursuant to C.R.S. § 32-1-1101(1)(f) ("**Redlands Subdistrict**"). The Redlands Subdistrict also is a party to the 2020 Agreement; however, the Redlands Subdistrict was dissolved for all purposes on December 30, 2022; and,

WHEREAS, C.R.S. § 29-1-203 permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local government(s) in order to provide any lawfully authorized function, service, or facility; and

WHEREAS, the Parties desire to amend and restate the 2020 Agreement on the terms and conditions provided herein in order to remove the Redlands Subdistrict as a Party, and to clarify certain other provisions, and further intend and desire that this 2024 Agreement shall supersede and replace, in all respects, the 2020 Agreement and that, as of the Effective Date, the 2020 Agreement shall be terminated and of no further force and effect.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth in this 2024 Agreement, which consideration is adequate for the making and enforcement of the 2024 Agreement, the Parties mutually agree as follows:

**ARTICLE I
Emergency Services**

1. **Provision of Emergency Services.** On and after the Effective Date, the City shall provide Emergency Services to the citizens and property within, and the visitors to, the Fire District's jurisdiction, on the terms and conditions provided in this 2024 Agreement. The Emergency Services to be provided by the City include all Emergency Services provided by the City within its own jurisdiction. The level of

Emergency Services provided by the City to the Fire District pursuant to this 2024 Agreement shall be reasonably equivalent to the level of Emergency Services provided by the City to comparable areas within its own jurisdiction.

2. Fire District Boundaries.

a. Inclusions. Throughout the term of this 2024 Agreement, the City shall provide Emergency Services to all areas within the Fire District's jurisdiction. Accordingly, the Fire District shall obtain the City's approval as an express condition of including any property into the Fire District on and after the Effective Date. This condition shall be contained in any Resolution for inclusion of real property adopted by the Fire District Board. In granting or denying approval, the City may consider the additional property taxes that the proposed inclusion is expected to generate for the Fire District and whether the proposed inclusion will negatively affect the Emergency Services that the City is able to provide within the rest of its jurisdiction and service area, including within the Fire District. Within 60 calendar days of receiving a request to approve a proposed inclusion, the City shall grant or deny the request in writing. The City's failure to grant or deny the request in writing with the 60 day period shall be deemed an approval of the proposed inclusion.

b. Exclusions. The City may, from time to time, annex property to the City that is, at the time of such annexation, within the boundaries of the Fire District. The City shall petition for exclusion of such annexed property from the Fire District's boundaries pursuant to C.R.S. § 32-1-502, and the Fire District shall reasonably cooperate in the execution of such statute/exclusion process. Such City petitions for exclusion shall be filed annually and apply to all properties annexed to the City during the prior year.

3. Ambulance Fees and Charges. The City may, to the extent authorized by law, seek to recover costs from third parties for any ambulance and emergency medical services it provides within the Fire District's jurisdiction pursuant to this 2024 Agreement, including billing the patient and/or patient's insurance carrier, or Medicare/Medicaid, for such ambulance and emergency medical services at the City's normal billing rates and in accordance with the City's normal billing procedures.

4. City Insurance. In connection with the Emergency Services to be provided by the City to the Fire District, the City shall procure and maintain, at its sole expense, the insurance policies described below. All such insurance policies will name the Fire District as additional insureds; however, the City shall be solely responsible for any deductible losses under such insurance policies. The Fire District acknowledges and agrees that the City is self-insured and is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and that those coverages meet the requirements set forth in subsections 4(a) through 4(d) below.

a. General liability insurance with policy limits not less than the monetary limits of liability established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*;

b. Comprehensive automobile casualty and liability insurance covering all City owned or hired vehicles used in providing the Emergency Services in an amount not less than \$1,000,000 combined single limit bodily injury and property damage, and comprehensive casualty insurance covering all City owned or leased equipment used in providing the Emergency Services;

c. Comprehensive casualty and liability insurance covering Redlands Fire Station 5 in amounts equivalent to the casualty and liability insurance coverage maintained by the City for its other fire stations; and

d. Comprehensive professional liability and workers' compensation insurance in such amounts as the City determines appropriate for its business needs.

5. **No Assumption of Liability for the Intentional or Negligent Acts or Omissions of the Fire District.** The Parties expressly agree that the Fire District is solely responsible for the intentional or negligent acts or omissions of the Fire District, and its directors, officers, and agents, that occur in the performance of this 2024 Agreement, and that, notwithstanding anything to the contrary herein, the City is not assuming responsibility or liability for such intentional or negligent acts or omissions.

6. **No Assumption of Liability for the Intentional or Negligent Acts or Omissions of the City.** The Parties expressly agree that the City is solely responsible for the intentional or negligent acts or omissions of the City, and its council members, officers, employees, volunteers, and agents, that occur in the performance of this 2024 Agreement, and that, notwithstanding anything to the contrary herein, the Fire District is not assuming responsibility or liability for such intentional or negligent acts or omissions.

ARTICLE II The Fire District's Financial Contribution

1. **Fire District Payment for Services.** Each year, the Fire District shall pay to the City all revenues received by the Fire District from the assessment and collection of its general operational mill levy (property tax), specific ownership tax, and interest earnings on such tax collections (collectively, the "**Fire District Annual Contribution**"); except that the Fire District shall be entitled to retain (a) an amount up to Thirty-Five Thousand Dollars (\$35,000) annually ("**Fire District Retained Funds**") for the purpose of paying the Fire District's continuing costs of administration, including, but not limited to, insurance, administrative assistance, elections, statutory compliance, legal services, accounting and audit services, and all other administrative duties and obligations; and (b) such amount as the Fire District is required to retain pursuant to Article X, Section 20 of the Colorado Constitution for declared emergencies only ("**TABOR Reserves**"). The amount of the Fire District Retained Funds may be increased at any time and from time to time upon the Parties' mutual written agreement.

2. **Annual Contribution Payment Dates.** The Fire District Annual Contribution payments shall be due to the City each year on or before July 31 and January 31, beginning July 31, 2024. The amount of such payments shall include all portions of the Fire District Annual Contribution received by the Fire District during the immediately preceding January 1 – June 30 period for the July 31 payment, and during the immediately preceding July 1 – December 31 period for the January 31 payment. Notwithstanding the foregoing, the full amounts of the Fire District Retained Funds and the required TABOR Reserve amount, shall be retained by the Fire District prior to remitting any amount of the respective property tax and specific ownership tax collections to the City.

3. **Certification of Mill Levy.** On or before December 15 of each year, the Fire District shall certify the maximum amount of its base authorized mill levy, and may certify any other adjustments permitted by law, such as an abatement and refunds mill levy and/or a revenue stabilization mill levy adjustment. As of the Effective Date, the maximum amount of the Fire District's base authorized mill levy is 9.645 mills.

4. **Other Fire District Funds.** Nothing in this 2024 Agreement shall be construed as limiting or restricting in any way the Fire District's ability to apply for, receive, retain, or spend revenues from any source other than its general operational mill levy (property tax), specific ownership tax, and interest earnings on such tax collections, including, but not limited to, bond mill levy(ies), state or federal reimbursements, grant funds, gifts and donations, or revenues from any other source.

ARTICLE III Fire District Fire Code

1. **Fire Code Enforcement.** Pursuant to C.R.S. § 32-1-1002(1)(d), the Fire District is authorized to adopt and enforce fire codes, provided that no fire code may be enforced within the

unincorporated portion of Mesa County lying within the Fire District's jurisdiction unless the fire code also has been approved by the Mesa County Board of County Commissioners. As of the Effective Date, the Fire District and Mesa County each have adopted the same edition of the International Fire Code, with corresponding local amendments ("**Fire Code**"). The City's Fire Marshal shall be responsible for enforcing the Fire Code within the Fire District's jurisdiction, and the City's Fire Marshal shall refer a Fire Code violation to the District Attorney for prosecution in the Mesa County District Court. If the Fire Code violation is not satisfactorily resolved, or will not be satisfactorily resolved, through prosecution in District Court, the Fire District may bring a civil action to enforce the Fire Code, utilizing the Fire District's legal counsel.

2. **Fire Code Modification.** After the Effective Date, the Fire District may adopt modifications to the fire code in effect within its jurisdiction or may adopt a different fire code, with or without local amendments. To the extent that the fire code adopted by the Fire District is inconsistent in any respect with the fire code adopted by Mesa County, only those provisions of the fire code adopted by Mesa County shall be enforceable within the unincorporated portion of Mesa County lying within the Fire District's jurisdiction.

3. **Arson Investigations.** The City shall investigate and determine the cause and origin of all fires within the Fire District's jurisdiction. Immediately upon determining that a fire is of suspicious origin, the City shall preserve the scene and shall present the facts of its investigation to the Mesa County Sheriff's Office or District Attorney of the 21st Judicial District, as appropriate, which shall have primary responsibility for investigation of the case from that point.

4. **Plan Reviews.** The Fire District shall promptly refer to the City all applications for modification to or renovation of existing properties, facilities, or buildings, and any new construction or development, within the Fire District's jurisdiction and that includes review under the Fire Code. The City shall endeavor to complete its review within 60 calendar days of receipt of the referral, unless the size or complexity of the project requires additional time. The City shall state in writing whether the application is "approved without condition or comments", "approved with conditions or comments", or "disapproved". If the City states that an application is "disapproved", it shall provide citation(s) to the applicable Fire Code provision(s) upon which the disapproval is based.

5. **Fees and Charges.** The City may impose reasonable fees and charges as authorized by it, the Fire Code, and other applicable laws, rules, and regulations, including but not limited to, reasonable fees and charges for plan reviews, permits, inspections, false alarm inspections, etc., provided that such fees and charges shall be charged at the City's uniform rates and in accordance with the City's procedures. The City shall be solely responsible for assessing and collecting such fees and charges.

ARTICLE IV Additional Provisions

1. **Relationship of the Parties.** By entering into this 2024 Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this 2024 Agreement. Neither the fact of this 2024 Agreement nor the Parties' performance of this 2024 Agreement shall in any manner alter each Party's constitutional, statutory, and common law rights, powers, duties, and authority, except to the extent expressly set forth in this 2024 Agreement. Any City employee, volunteer, or agent who provides Emergency Services to the Fire District pursuant to this 2024 Agreement shall at all times remain an employee, volunteer, or agent of the City, and shall not be considered an employee, volunteer, or agent of the Fire District.

2. **Legal Compliance.** In performing the terms of this 2024 Agreement, the Parties shall comply fully with all federal, state, and local laws, ordinances, resolutions, operating procedures, rules, and/or regulations.

3. **Term and Termination.** The term of this 2024 Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. This 2024 Agreement may be terminated at any time upon the mutual written agreement of the Parties. Either Party may terminate this 2024 Agreement for any reason or no reason upon written notice given at least 24 months in advance of the date of termination. Within 60 calendar days of the date of the notice of termination, each Party's governing body, or their authorized representatives, shall promptly meet and discuss, in good faith, the smooth transfer and continuation of Emergency Services within the Fire District's jurisdiction, whether by the transfer of Emergency Services to another third party or the assumption of Emergency Services by the Fire District.

4. **Dispute Resolution.** Any and all disputes or claims arising from or related to this 2024 Agreement shall be submitted first to mediation. Each Party shall pay one-half the mediator's fees and costs, and shall be solely responsible for its own fees, costs, and expenses related to the mediation. If the dispute or claim is not resolved by mediation, either Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Mesa County District Court. Each Party waives its right to have such dispute or claim decided by jury trial. The prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

5. **Governmental Immunity.** Nothing in this 2024 Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

6. **Notice.** Any notice permitted or required by this 2024 Agreement shall be in writing and given by hand delivery or certified or registered mail, postage prepaid, return receipt requested, to:

Grand Junction Rural FPD
Attn: Board President
PO Box 2244
Grand Junction, CO 81501

City of Grand Junction
Attn: Fire Chief
625 Ute Avenue
Grand Junction, CO 81501

With Copy to:
City Attorney
250 N. 5th Street
Grand Junction, CO 81501

If sent by certified or registered mail, the notice shall be deemed given when deposited in the United States mail and shall be deemed effective 72 hours after having been given.

7. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this 2024 Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this 2024 Agreement, this 2024 Agreement shall terminate on January 1 of the year for which the non-appropriation occurred, and no Party shall have any further obligation to any other Party under this 2024 Agreement beyond the financial obligations for which it previously appropriated funds.

8. **Indemnification.** To the extent permitted by law, each Party shall indemnify and defend the other Party and its past and current Directors, council members, officers, employees, volunteers,

and/or agents (collectively, "**Party Agents**") from and against any and all claims, causes of action, losses, liability, damages, costs (including, without limitation, attorneys' fees and costs), or expenses of any kind or nature whatsoever arising in whole or in part out of the intentional or negligent act or omission of the indemnifying Party or its Party Agents in connection with this 2024 Agreement or the Emergency Services to be provided by the City hereunder. The indemnified Party shall have the right to select legal counsel of its choice, notwithstanding the indemnifying Party's obligation to pay for the reasonable fees, costs, and expenses incurred by such legal counsel.

9. 2020 Agreement Terminated. As of the Effective Date, this 2024 Agreement supersedes and replaces, in all respects, the 2020 Agreement and the 2020 Agreement is terminated and of no further force or effect.

10. Additional Terms. Colorado law governs this 2024 Agreement. This 2024 Agreement constitutes the entire agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This 2024 Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this 2024 Agreement. If any provision of this 2024 Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this 2024 Agreement shall not be construed as a waiver of any subsequent breach of this 2024 Agreement. This 2024 Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. This 2024 Agreement shall not be assigned by any Party without the written consent of the other Party, which consent shall not be unreasonably withheld. This 2024 Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this 2024 Agreement. This 2024 Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this 2024 Agreement.

CITY OF GRAND JUNCTION,
a Colorado home rule municipality

By: 
Andrea Phillips, Interim City Manager

Date: 7/16/2024

GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

By: 
Dave Parmley, Board President

Date: 07/23/2024

ATTESTED:


Selestina Sandoval, City Clerk

ATTESTED:


Linda Smith, Vice President/Secretary