

**First Amendment to  
2008 Agreement Regarding Fire Protection Services Between the City of Grand Junction and the Grand  
Junction Rural Fire Protection District and the Redlands Subdistrict**

This First Amendment ("First Amendment") to the 2008 Agreement Regarding Fire Protection Services ("2008 Agreement") is entered into between the City of Grand Junction ("City") and the Grand Junction Rural Fire Protection District ("District") and the Redlands Subdistrict ("Subdistrict") as of the 12<sup>th</sup> day of November, 2019. Collectively the City, the District, and the Subdistrict may be referred to as the "Parties".

**Recitals**

The Parties entered into the 2008 Agreement on July 1, 2008. In general, the 2008 Agreement provides that the City, through its fire department, will provide emergency response services to the District and Subdistrict on a reasonably equivalent basis to the emergency response services that the City provides to the incorporated areas of the City, and will provide staffing at Fire Station 5 (the Redlands Fire Station) at a level that is reasonably equivalent to that provided at other City fire stations. In return for such services and staffing, the 2008 Agreement generally provides that the District and the Subdistrict will pay to the City all revenues received by them, except for reasonable amounts retained by the District and Subdistrict for the cost of their operations, not to exceed \$25,000.00 each calendar year unless otherwise agreed to by the City. In accordance with a separate written agreement, the Parties have agreed that the District and Subdistrict may retain up to \$80,000 in 2020 for operational expenditures.

The Subdistrict is wholly located within the boundaries and jurisdiction of the District, and was established by the District in 2002 for the purpose of assessing a separate, additional general operating mill levy to support the City's costs of operating and maintaining Fire Station 5, to be constructed by the City. The construction of Fire Station 5 was completed in 2004, and in the 15 years since, the boundaries of the City and Fire District, the response patterns for dispatching emergency services, and the Fire District and Subdistrict's tax base have evolved. Accordingly, the District and Subdistrict have notified the City of their desire to standardize the mill levy across the District and Subdistrict, seek eligible elector approval to dissolve the Subdistrict at a mail ballot election to be held on May 5, 2020, and pay the financial obligations to the City under the 2008 Agreement solely from District revenue. By this First Amendment, the Parties memorialize their agreement regarding the dissolution of the Subdistrict, and the interpretation of the 2008 Agreement in the event the Subdistrict's eligible electors approve the ballot issue.

**Agreement**

**NOW, THEREFORE**, the Parties agree as follows:

1. **Subdistrict Dissolution:** The Subdistrict shall submit the question of its dissolution to the eligible electors of the Subdistrict at the May 5, 2020 election, or at any other election (collectively, "Election"), only if:

(a) the Assessed Valuation of all real property within the District's jurisdiction, as set forth in the County Assessor's Assessed Valuation report received by the District in December of the calendar year immediately preceding the year that the dissolution question is to be submitted to the Subdistrict's eligible electors, multiplied by the District's general operating mill levy, would result in property tax revenue that is at least equal to the total property tax revenue generated by both the District's and Subdistrict's general operating mill levies in the immediately preceding calendar year;

OR

(b) the District submits to the District's eligible electors, at the same Election as the Subdistrict submits the question of its dissolution to the Subdistrict's eligible electors, a ballot issue for a general operating mill levy increase in such amount as is necessary for the District to generate the amount of property tax revenue set forth in paragraph 1(a) above, with a concurrent de-brucing of such mill levy

increase, and the passage of the Subdistrict's dissolution ballot question is made expressly contingent upon the passage of the District's mill levy increase and de-brucing ballot issue.

2. **Continuation of Emergency Response Services:** In the event that (i) the conditions set forth in paragraph 1 above are met, (ii) the Subdistrict submits the question of its dissolution to the eligible electors of the Subdistrict at the Election, and (iii) the Subdistrict's dissolution question passes and the dissolution is ordered by the District Court, then on and after the date of the Subdistrict's dissolution:

(a) The City shall continue to provide emergency response services to all areas within the District's jurisdiction, including the former Subdistrict area. The City shall also continue to perform all of its other duties and obligations under the 2008 Agreement; to this end, any duty or obligation owed by the City to the Subdistrict under the 2008 Agreement shall be read and interpreted as being owed by the City to the District.

(b) The District shall continue to pay to the City all revenues received by the District, including from within the former Subdistrict area, less and except such amounts as are permitted by the 2008 Agreement to be retained by the District. The District shall also continue to perform all of its other duties and obligations, and the duties and obligations of the Subdistrict, under the 2008 Agreement; to this end, any duty or obligation owed by the Subdistrict to the City or otherwise under the 2008 Agreement shall be read and interpreted as being owed by the District, except as provided pursuant to paragraph 2(c) below.

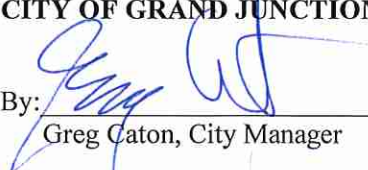
(c) Paragraph 6 of the 2008 Agreement is hereby amended in its entirety to provide that the District shall impose its general operating mill levy at the maximum amount authorized by its eligible electors and permitted by applicable law each year during the term of the Agreement, and shall take such actions and steps to assure that the District revenues are assessed, collected, and paid to the City as provided under the 2008 Agreement. The District will not reduce its general operating mill levy unless required by Colorado law and until the City has been notified in writing of any proposed reduction and given a reasonable opportunity (not less than 30 days) to protest or otherwise respond to any proposed decrease.

3. **Subdistrict Removed As A Party:** On and after the date of the Subdistrict's dissolution, the Subdistrict shall be deemed removed as a party and signatory to the Agreement.

4. **Other Provisions:** All other provisions of the 2008 Agreement shall remain in full force and effect as written and are unaffected by this First Amendment.

**IN WITNESS WHEREOF**, the Parties have signed this agreement effective the year and day first above written.

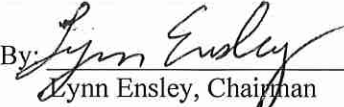
**CITY OF GRAND JUNCTION**

By:   
Greg Caton, City Manager

Attest:   
Wanda Winkelmann, City Clerk



**GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT  
and the  
GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT  
REDLANDS SUBDISTRICT**

By:   
Lynn Ensley, Chairman

Attest:   
Secretary of the Board  
*Treasurer*

RDL08FIR

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	REDLANDS SUBDISTRICT
SUBJECT/PROJECT:	FIRE PROTECTION SERVICES
CITY DEPARTMENT:	FIRE DEPARTMENT
YEAR:	2008
EXPIRATION DATE:	12/31/2022 UNLESS REPLACED IN 2017
DESTRUCTION DATE:	11/01/2029



**2008 Agreement Regarding Fire Protection Services Between the City of Grand Junction and the Grand Junction Rural Fire Protection District and the Redlands Subdistrict**

This 2008 Agreement Regarding Fire Protection Services is entered into between the City of Grand Junction ("City") and the Grand Junction Rural Fire Protection District ("District") and the Redlands Subdistrict ("Subdistrict") as of the 1<sup>st</sup> day of July, 2008.

**Recitals**

The parties entered into an agreement for providing Fire Protection Services on the 26<sup>th</sup> day of November 2002 ("2002 Agreement"). Paragraph 9 of the 2002 Agreement contemplates that at some time prior to December 31, 2012 the District and Subdistrict (as contemplated by the 2002 Agreement) revenues from all sources will be insufficient to meet the payments under the formula set forth in paragraph 2 of the 2002 Agreement. The parties now desire to enter into this 2008 Agreement which shall in all respects supersede the 2002 Agreement and shall further supersede the November 6, 2001 Base Contract. The parties agree that all parties to the 2002 Agreement have fully performed all services required under the 2002 Agreement and that there are no defaults.

**Agreement**

**NOW, THEREFORE**, the parties agree as follows:

1. **Term:** This Agreement shall have an effective date of July 1, 2008 and shall continue through December 31, 2017. This Agreement shall be automatically extended for additional five year terms unless either party gives notice of termination at least 24 months in advance of the termination date of the initial term or of any extended term.

2. **Emergency Response Services:** The City, through its Fire Department, shall provide emergency response services to the District and Subdistrict on a reasonably equivalent basis to the emergency response services that the City provides to the incorporated areas of the City. The term "emergency response services" shall include all of the services provided by the City Fire Department to properties within the incorporated City limits such as fire response, fire prevention, safety inspections, emergency and medical response. Staffing of the City fire stations and including Station #5 (the Redlands Fire station), shall be at such levels as are determined by the City so long as staffing at the Redlands fire station is reasonably equivalent to that provided at the other City fire stations.

**3. Payment for Services:** The District and the Subdistrict shall pay to the City all revenues received by the District and the Subdistrict except for reasonable amounts retained by the District and Subdistrict for costs of its operations, as defined herein. Unless otherwise agreed to by the City, the amount retained by the District and Subdistrict for its operations will not exceed \$25,000.00 each calendar year. The term “all revenues” means any source of revenue for the District and/or the Subdistrict including all ad valorem property tax revenues received from the imposition of the District mill levy and the Subdistrict mill levy, all Specific Ownership tax revenues, interest income and any other revenues.

**4. Payment Dates:** The District’s payments are due to the City each July 31<sup>st</sup> and January 31<sup>st</sup> beginning July 31, 2008. The amount of each payment will be all of the District and Subdistrict revenues, fund balances and/or reserves, less and except for the following reserves to be retained by the District: (a) any reserves required by Article XX, Section 10 of the Colorado Constitution (TABOR) and any other reserves required by Colorado law, and (b) an amount not to exceed \$25,000.00 annually (net of County Treasurer fees for property tax collection) for all other District expenses. The amount held for District operations may be increased by the District based upon demonstrated need of the District and with the prior written approval of the City, which approval shall not be unreasonably withheld. Demonstrated need shall include all reasonable costs of complying with legal requirements associated with District elections.

**5. Investment of District Funds.** All District and Subdistrict funds shall be invested by the District in investments permitted by C.R.S. 24-75-601.1 and 604 as amended.

**6. Setting of Mill Levies.** As of January 1, 2008, the real property tax levy for the District is 5.936 mills and the tax levy for the Subdistrict is 4.111 mills. Unless prohibited by law, the District and the Subdistrict shall impose those mill levies each year during the term of this Agreement and shall continue to take such actions and steps to assure that the District and Subdistrict revenues are assessed, collected and paid to the City. Neither the District nor the Subdistrict will reduce the current mill levies unless required by Colorado law and until the City has been notified of any proposed reduction and has been given a reasonable opportunity (not less than 30 days) to respond to any proposed decrease. Notice of all mill levies shall be in writing and delivered to the City no later than November 15 of each calendar year.

**7. Restriction on Expenditures.** Neither the District nor the Subdistrict will budget, appropriate or spend any funds, accounts or other money other than as permitted by this Agreement, without the prior written consent of the City, such consent not to be unreasonably withheld.

**8. Annual Appropriations.** Subject to Article XX, Section 10 of the Colorado Constitution, the performance of the parties is subject to annual appropriations

of amounts necessary to fulfill the various obligations, payments and Services set forth in this Agreement.

**9. Exclusions.** The parties shall work cooperatively to implement C.R.S. 32-1-502 to exclude from the District and Subdistrict properties that are annexed into the City. The City shall annually petition for exclusions from the District and Subdistrict of all properties annexed to the City during the prior year.

**10. Agency Designation.** The City is hereby authorized to act on behalf of the District in all land use applications, hearings, decisions and building and/or construction projects on which the District and Subdistrict would be asked, entitled or required to review and/or comment upon.

**11. Insurance.** To the extent authorized by law, the City will provide liability insurance coverage protecting itself and the District and Subdistrict from all claims and demands arising out of its operations and the discharge of its Services. The City will provide equipment and property damage insurance coverage for all City owned equipment utilized in the District and Subdistrict in the performance of Services. The District and Subdistrict acknowledge and agree 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 of this paragraph. The City does not provide errors and omissions coverage for the District and Subdistrict Board. The District and Subdistrict shall provide for errors and omissions insurance as is required by law and as determined by its Board.

**12. Hold Harmless.** To the extent authorized by law the City shall defend and hold harmless the District and Subdistrict for all claims, demands or causes of action for compensation for any loss, damage, personal injury, or death arising or occurring out of the performance or non performance of this Agreement. Similarly, the District and Subdistrict shall defend and hold harmless the City for all claims, demands or causes of action for compensation for any loss, damage, personal injury, or death arising or occurring in their performance of this Agreement.

**13. No Waiver of Governmental Immunity.** Nothing contained in this Agreement shall be interpreted as a waiver of the protections afforded to the parties, either individually or collectively, under the provisions of the Colorado Governmental Immunities Act, C.R.S. 24-10-101, et. seq.


**14. Complete Agreement.** All previous agreements between the City and the District and Subdistrict are terminated as of the effective date of this Agreement and this Agreement represents the full and complete understanding of the parties.

**15. Enforcement.** Enforcement of this Agreement and all rights of action relating to such enforcement are reserved to the City, the District and Subdistrict and nothing contained in this Agreement shall give or allow any claim or right of action by any other entity or person to enforce this Agreement. It is the intention of the parties that

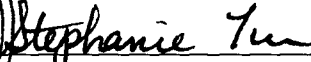
any person or entity receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**IN WITNESS WHEREOF**, the parties have signed this agreement effective the year and day first above written.


**CITY OF GRAND JUNCTION**

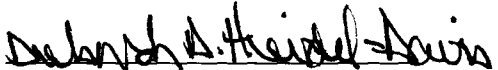
By:   
Laurie Kadrich, City Manager



  
Stephanie Tuin, City Clerk

**GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT  
and the  
GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT  
REDLANDS SUBDISTRICT**

By:   
Stephen Grant, Chairman

Attest:   
Secretary of the Board