

RESOLUTION NO. 113-08

A RESOLUTION AUTHORIZING AND RATIFYING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

Recitals:

The City and the Grand Junction Rural Fire Protection District have had a longstanding relationship for the delivery of fire and emergency medical services (EMS) by the City to the residents of the District.

In 2002 the City and the District worked cooperatively to fund, by the creation of a sub-district and the imposition of an additional mill levy, the construction of Fire Station 5, which station serves a large area of the District. The service arrangement between the City and the District was established by contract, which the parties have agreed to amend.

Since 2002 the revenues of the District and the sub-district have been decreasing. The City acknowledges that fact and had anticipated that fact in the 2002 contract. The District is not in default of any of the terms of the 2002 contract.

Now by agreement of the City and the District, the City has agreed to accept in satisfaction of the payment for the cost of delivery of services to the District, those revenues that the District generates, less certain amounts required that the District retain by law or contract.

The City is ready, willing and able to accept the terms established by the proposed amendment, as evidenced by the signature of the City Manager on the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

1. The City Council hereby ratifies the signature of the City Manager on 2008 Agreement Regarding Fire Protection Services Between the City of Grand Junction and the Grand Junction Rural Fire Protection District and the Redlands Subdistrict.
2. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary to meet the terms and obligations of the agreement and ratifies the action heretofore taken to deliver fire and EMS services to the residents of the District and Subdistrict.

3. This resolution to be in full force and effect relating back to the date of the City Manager's signature.

PASSED AND APPROVED this 6th of August 2008.

/s/ Gregg Palmer
Gregg Palmer
President of the Council

ATTEST:

/s/ Stephanie Tuin
Stephanie Tuin
City Clerk

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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 1st day of July, 2008.

Recitals

The parties entered into an agreement for providing Fire Protection Services on the 26th 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 31st and January 31st 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.

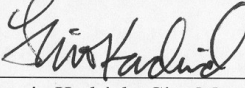
14. Complete Agreement. All previous agreements between the City and the District and Subdistrict are terminated as of the effective date of this Agreement and this Agreement represents the full and complete understanding of the parties.

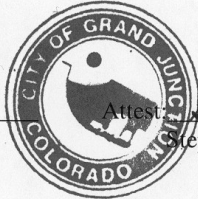
15. Enforcement. Enforcement of this Agreement and all rights of action relating to such enforcement are reserved to the City, the District and Subdistrict and nothing contained in this Agreement shall give or allow any claim or right of action by any other entity or person to enforce this Agreement.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

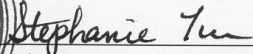
any person or entity receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

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

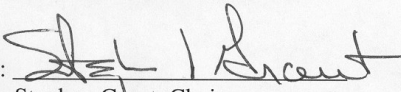
CITY OF GRAND JUNCTION

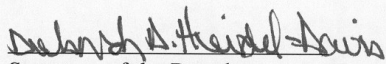
By: 
Laurie Kadrich, City Manager



Attest: 
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