

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into effective the 1st day of January, 2007, by and between the **CITY OF GRAND JUNCTION** (hereinafter "City") and the **CLIFTON RURAL FIRE PROTECTION DISTRICT** (hereinafter "District");

WHEREAS, the City and the District desire to provide for a continuation of emergency services to properties and inhabitants excluded from the legal boundaries of the District as a result of annexation into the City; and

WHEREAS, the parties desire to set out the general terms for providing fire response, fire prevention, fire inspection, rescue and emergency medical response by the District to properties excluded from the District as a result of annexation into the City ("Excluded Properties") for the period January 1, 2007 through December 31, 2007;

NOW THEREFORE, in consideration of the premises and the mutual covenants to be observed by the parties, **IT IS AGREED**:

1. The District shall provide fire response, prevention, inspection, rescue and emergency medical response and service to the Excluded Properties.

2. The city shall compensate the District for services rendered hereunder as follows:

(a) Effective January 1 of each year, the City shall calculate the current total assessed value of all properties excluded from the District since January 1, 2001 and multiply that amount by the current year mill levy for the District; and

(b) The District shall calculate, pursuant to Tabor, its mill levy with the Excluded Property and without and determine the amount of lost revenue, if any, caused by a Tabor required mill levy reduction; and

(c) The amount resulting from the addition of the results determined under subparagraphs (a) and (b) above shall be paid by the City to the District on or before February 1 each year.

3. In the absence of a notice of termination as hereinafter provided, this agreement shall renew and extend for an additional one-year term effective as of the anniversary date of the agreement.

4. Should the District and/or the City desire to discontinue the District providing service under this agreement, either party may terminate the agreement by providing notice of such termination to the other party. Notice shall be in writing and sent certified mail to the address provided herein and shall be given at least one year prior to termination. Any termination shall only be effective as of the anniversary date of this agreement.

5. The District agrees to indemnify and hold harmless the City for claims, demands or causes of action for compensation for any loss, damage, personal injury, or death arising or occurring

in consequence of the performance of this agreement that are not an action or actions of, or the result of an action or actions of, the City, its elected officials, or the employees of the City.

6. The City agrees to indemnify and hold harmless the District for any and all claims, demands or causes of action for compensation for any loss, damage, personal injury, or death arising or occurring in consequence of the performance of this agreement. The City's obligation to indemnify and hold harmless the District, its officers, agents, and employees, shall not apply to liability or damages resulting from the negligence of the District's officers, agents, and employees nor to injuries covered by any workers' compensation plan. This paragraph shall survive the termination of this agreement.

7. All previous agreements are terminated and this agreement represents the full and complete understanding of the parties.

8. Enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person to enforcement of this agreement. It is the expressed intention of the City and the District that any person, organization or entity receiving any benefits from this agreement shall be deemed to be incidental beneficiaries only.

9. Venue for any action arising out of the performance or non-performance of this agreement or occurring out of or under this agreement shall be Mesa County, Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.



CITY OF GRAND JUNCTION

By: *[Signature]*
City Manager
250 North 5th Street
Grand Junction, CO 81501

Attest:

By: *[Signature]*
Stephanie Tuin, City Clerk

CLIFTON FIRE PROTECTION DISTRICT

By: *[Signature]*
President

Attest:

By: *[Signature]*
Secretary



Clifton Fire Protection District

3254 F Road/P.O. Box 386

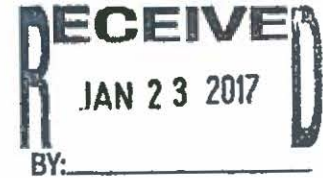
Clifton, CO. 81520

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January 17, 2017

Greg Caton, City Manager
City of Grand Junction
250 North 5th Street
Grand Junction, CO. 81501



Re: Notice of Termination of 2007 Memorandum of Agreement

Dear Mr. Caton:

This letter is intended to serve as acknowledgement to you that we have received your notification of termination for the Memorandum of Agreement, dated January 1, 2007, and that it will be effective as of January 1, 2018. We did receive the letter prior to January 1, 2017, in accordance with paragraph 4 of the MOA, but were not able to acknowledge it formally as we received it after our December Board Meeting. Chief Balke did inform us verbally that the letter was forthcoming and agree that it was within the required timeframe. While this is extremely unfortunate, it is not unexpected.

We have instructed Chief Balke to continue to work with Chief Watkins on the response challenges that this will create for all agencies involved. We are confident that between them, alternative response procedures can be developed and implemented in a manner mutually beneficial and acceptable to both the Clifton Fire Protection District and the City of Grand Junction prior to the termination of the current agreement that is in place.

In accordance with our Ambulance Service Area (ASA) under the Mesa County Emergency Medical Services Resolution, we will continue to service as the primary ambulance response/transport agency to this area. We look forward to the cooperative efforts between both our agencies to ensure the highest quality emergency services are provided to the public.

Respectfully,

Paul F. Frey
Board President