

SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE POUDRE FIRE AUTHORITY

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into pursuant to Sections 29-1-203 and -203.5 *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". This Agreement is effective at 12:00 am on January 1, 2025 (“Effective Date”). No provision in this Agreement or the attached exhibits shall apply to the 2024 fiscal year. The 2024 fiscal year, and all requirements, processes, and procedures associated with the 2024 fiscal year, are governed solely by the provisions of the July 15, 2014 Amended and Restated Intergovernmental Agreement Establishing The Poudre Fire Authority and the exhibits attached thereto, which shall remain in full force and effect through 11:59 pm on December 31, 2024, at which date and time such agreement shall terminate for all purposes. The City and the District are referred to collectively as the “Parties” and individually as a “Party.”

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, 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; and

WHEREAS, the Parties believe their interests will be best served by the City providing the POUDRE FIRE AUTHORITY with certain support services, and the POUDRE FIRE AUTHORITY providing certain support services to the City, which are more specifically described on the attached “Exhibit B,” which is incorporated herein by this reference. In addition, the Parties believe that the City Attorney is capable of providing to the POUDRE FIRE AUTHORITY a portion of the legal services required by the POUDRE FIRE AUTHORITY pursuant to the terms of this Agreement and Exhibit B, and the City Council consents to such appointment by the POUDRE FIRE AUTHORITY; 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 as follows:

ARTICLE I GENERAL PROVISIONS

1.1. Term of the Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one or both of 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 effective 11:59 p.m. on December 31 of a calendar year by either Party providing a minimum of 24 months' prior written notice of termination to the other Party. The Parties agree to review and consider amendments to this Agreement and related exhibits resulting from changes in policy, practice, or law every eighth year, such review to begin on January 1 and completed by September 1 of that year.

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, extrication/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 political subdivision of the State of Colorado, formed in conformity with the provisions of Sections 29-1-203 and -203.5, C.R.S. and the provisions of those statutes apply to the Authority. 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, Parts 2 and 3 of Article 72 as applicable to the Authority, and Articles 6 and 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. The Parties intend that the Authority is not 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." All legislative power of the Authority is vested in the Board. The City shall appoint two (2) members and the District shall appoint two (2) members. The fifth member shall be appointed at the first regular meeting of the Board in February of each year by majority vote of the four other members as appointed by the City and District. If the vote results in a tie, the Mayor of the City and the President of the District Board shall have authority to appoint the fifth member.

- A. All appointees and terms of appointment shall be at the discretion of the appointing entity; provided that the fifth member shall be appointed and serve as provided in the first paragraph of this Section 1.4.
- B. All vacancies on the Board shall be filled by the appointing entity; provided that a vacancy in the fifth member position shall be filled as provided in the first paragraph of this Section 1.4.

1.5. Meetings of the Board. All Board meetings shall be open to the public and shall be conducted in compliance with the Colorado Sunshine Law. The following provisions shall be deemed automatically amended to conform to any changes to the Colorado Sunshine Law after the Effective Date of this Agreement without the need for the Parties to formally approve an amendment to this Agreement.

- A. *Format of Meetings.* The Board may, in its discretion, conduct any regular or special Board meeting (including any study session): (1) at a physical location; (2) at a physical location with remote electronic attendance availability; or (3) electronically. User access information for any Board meeting conducted under (2) or (3) shall be included on the Board meeting notice and agenda or otherwise made publicly available.
- B. *Regular Meetings.* No later than its first regular meeting of each year, the Board shall designate the time and place for all regular Board meetings for the year and designate a public place within the Authority where notice of the meetings will be posted if notice cannot be accomplished on the Authority's website. Notice of a regular meeting and specific agenda information to the extent possible shall be posted at least 24 hours prior to the meeting on the Authority's website or at the designated public place if notice cannot be accomplished on the Authority's website.
- C. *Special Meetings.* Special meetings may be held as often as the Authority's needs may require. Special meetings may be called by the Chair, or by two Directors, upon not less than twenty-four (24) hours prior written notice to the other Directors, which notice shall also be posted to the Authority's website or at a designated public place within the Authority where notice of a meeting will be posted if notice cannot be accomplished on the Authority's website. A "work session" constitutes a special meeting at which no formal Board action may be taken.
- D. *Emergency Meetings.* Emergency meetings may be called by the Chair, or two Directors, in the event of an emergency that requires the immediate action of the Board to protect the health, safety, and welfare of the public without notice to the public if notice is not practicable. If possible, notice of such emergency meeting may be given to the other Board members by telephone or whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power

of the Board that is necessary for the immediate protection of the health, safety, and welfare of the public may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the next Board meeting, regardless of whether it is a regular or special meeting, at which meeting the emergency issue shall be on the public notice of the meeting. At such subsequent meeting, the Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting.

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

1.7. Voting; Quorum; Required Votes. Each Board member shall have one (1) vote. A quorum of the Board shall consist of three (3) Board members, provided that the City and the District are represented by at least one of their appointees. 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 it deems necessary or appropriate 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 Board member. 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 Authority's Fire Chief, 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. The Fire Chief shall assume responsibilities of the Fire Chief for both Parties pursuant to this Agreement. 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. Without limiting the foregoing, the Fire Chief shall have the power:

- A. To provide for the planning, design, and construction of any buildings, and the 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 Authority expenditure of less than One Hundred Thousand Dollars (\$100,000), providing such expenditure is within budget. This expenditure limit will be increased or decreased every five years as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. 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 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-Seven Thousand Dollars (\$57,000). This sale limit will be increased or decreased every five years as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. Such adjustment will be made by the Board.
- G. To approve payroll payments and to approve other payments by the Authority, provided such other payments are within budget and an individual payment does not exceed One Hundred Thousand Dollars (\$100,000). This payment limit will be increased or decreased every five years as determined using the Bureau of Labor Statistics' CPI Inflation

Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. 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 policies and procedures on non-personnel matters, 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 in the second quarter of each year regarding the activities and accomplishments of the Authority, and to present such report to the City Council and District Board at a joint meeting, 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. The Authority also shall 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 appoint or engage the City Attorney for the City of Fort Collins to serve as legal advisor to the Authority on the matters specified in Exhibit B attached hereto, subject to the requirements of Section 9.7.
- P. 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 or exercise the power of eminent domain.

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, and 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 issue bonds, notes, or other financial obligations (collectively, "Financial Obligations") payable solely from revenue derived from one or more of the Authority's functions, services, systems, or facilities, from money received under contracts entered into by the Authority, or from other available money of the Authority. The Authority shall set forth the terms, conditions, and details of the Financial Obligations, including related procedures and refunding conditions, in a resolution authorizing the Financial Obligations. Financial Obligations issued by the Authority are not an indebtedness of the Parties within the meaning of any provision or limitation specified in the state constitution or law. Each Financial Obligation must state in substance that it is payable solely from the revenues

and other available funds of the Authority pledged for the payment thereof and that it is not a debt of the Parties within the meaning of any provision or limitation specified in the state constitution or law. The Financial Obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, at a public or private sale, all as determined by the Authority Board. Interest on any Financial Obligation is exempt from taxation except as otherwise may be provided by law. The resolution, trust indenture, or other security agreement under which Financial Obligations are issued is a contract with the holders thereof and may contain such provisions as the Authority determines to be necessary and appropriate and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in revenue, money, rights, or property of the Authority.

- 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 Board determines is advisable, in accordance with the laws 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 provide ambulance services directly or through a contract with an ambulance services provider, that are 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 Party 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, 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 Authority's jurisdiction 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. The Board shall adopt the rules, regulations, and procedures necessary for the governance of the Authority's personnel, which the Fire Chief shall implement and enforce through the establishment of such policies, procedures, rules, orders, and directives as the Fire Chief determines are necessary or appropriate.

4.3. Authority Fund. The Board shall establish such funds as it deems appropriate 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. 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 Parties' financial contributions 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 City will provide the Authority with an annual forecast of the City base sales and use tax and City property tax described in Exhibit A in April and August of each year. The City will calculate the budgeted City base sales and use tax and budget City property tax amounts as part of the annual budget appropriation. The City's financial contributions for the funding of the Authority will reflect the actual amounts collected by the City each month.
- D. In January of each year, the City will, based on the maximum and minimum bands described in the table set forth in Exhibit A, reconcile the actual amounts collected in the prior year and adjust the City's annual financial contribution to the Authority for that year.
- E. The Board shall present requests for supplemental appropriations to the respective governing bodies of the Parties. For the purposes of this Agreement, "supplemental appropriations" shall mean any appropriation made above and beyond the annual appropriation made during the budgetary process.
- F. The Board shall have the power to reappropriate funds within the balance of one or more funds 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 and correct 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. 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 in accordance with the Local Government Budget Law of Colorado, 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 submitted 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 Parties 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. Sources 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 Party for such purpose. All financial obligations of the City and the District incurred pursuant to this Agreement are expressly contingent upon the actual appropriation of funds by each Party. Upon an event of non-appropriation by either Party, that Party may terminate this Agreement effective as of the last day of the year in which funds have been appropriated by such Party. If one Party has appropriated funds when the other has not, the Party that has appropriated funds may, in its sole discretion, terminate this Agreement effective as of the last day of the year in which funds have been appropriated by both Parties, or choose to continue this Agreement in effect, in which case the Authority shall adjust the level of service consistent with the revenues available from the appropriating Party. If both Parties fail to appropriate funds under this Agreement, unless otherwise agreed to by the Parties, this Agreement shall terminate effective as of the last day of the year in which funds have been appropriated by both Parties.

ARTICLE VI SERVICES

6.1. Provision of Professional, Administrative, and Support Services.

- A. The City shall provide to the Authority those professional, administrative, and support services described in Section I. of Exhibit B to this Agreement. The Authority shall provide to the City the support services described in Section II. of Exhibit B to this Agreement. The annual cost of the support services described in Exhibit B to this Agreement shall be adjusted annually for inflation using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-Aurora-Lakewood Consumer Price Index for Urban Consumers, or any successor index. The net annual balance for each year will be determined at the time of the annual budget appropriation for the ensuing fiscal year, then divided into twelve equal monthly amounts and either added to, or deducted from, the ensuing fiscal year's RAF City Annual Contribution amount to be transferred to the Authority. The transfers will take place monthly.

B. The City and the Authority shall each appoint an administrator, who must be knowledgeable about the terms of this Agreement and the services provided, and who must ensure compliance with the terms of Article VI and Exhibit B of this Agreement. The City's Chief Financial Officer will appoint a designee in writing to serve in the administrator role for the City. The Authority Board will appoint a designee to serve as the administrator for the Authority Board. The responsibilities of the administrators shall include, but not be limited to, the following:

1. Ensure adequate levels of the services described in Article VI and Exhibit B of this Agreement.
2. Provide clarity around standard operating procedures and systems requirements for the services described in this Agreement.
3. Ensure City-established standard operating procedures and system requirements are being followed.
4. Meet regularly to discuss alignment of the Authority's policies, operating systems, procedures, benefits, and tools with the City's.
5. Adjust annual charges in correspondence with the changing complexity of fulfilling the services described in Section VI and Exhibit B of this Agreement.
6. Use good faith efforts to resolve disputes relating to the services described in Article VI and Exhibit B of this Agreement. If the administrators cannot resolve the dispute, the City Manager and the Fire Chief shall meet within 30 days of the administrators' notifying them of the unresolved dispute to consider the matter and come to a mutually agreeable resolution.
7. Meet on a quarterly basis to discuss budget and actual costs for services described in Article VI and Exhibit B, as well as budget and actual revenues described in Exhibit A, of this Agreement.
8. Determine whether specific services within the categories of services established in Article VI and Exhibit B of this Agreement ("Established Category(ies)") should be modified or new services added to, or existing services removed from, an Established Category. The Parties hereby authorize the administrators to modify services within the Established Categories, or to add new services to or remove services from the Established Categories, with the approval of the City Manager and the Fire Chief, subject to appropriation of necessary funds. Such actions

shall be in writing and signed by the Administrators, the City Manager, and the Fire Chief, and, upon such execution, shall constitute an amendment to this Agreement without the need for the Parties to formally approve the amendment. Each administrator must advise the other administrator by October 31 of each year about planned or potential changes to services for the upcoming year. Any such communication must identify the changes to the services and the affected Established Category(ies).

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 from 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.

8.2 Pension Funds. For those active firefighters who are members of the Fire and Police Pension Association (“FPPA”) statewide retirement pension plan, each Party shall become the successor “sponsor” for those active firefighters that it hires and retired members for whom it assumes the plan responsibilities and financial liabilities. Except as permitted in an Affiliation Agreement reached between the City and the Authority in September of 2020, for any 401(a) or 457 retirement plan sponsored by the Authority, the Party that hires the greatest number of active employees who participate in the plan shall take such actions as are necessary to become the successor sponsor of the plan and the other Party shall take such actions as are necessary to become a Participating Employer under the plan.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1. Notices. Any notice required or permitted hereunder shall be in writing and shall be given by 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, the same shall not be unreasonably withheld.

9.3. Amendments. Except as provided in Section 6.1(B)(5) and (7), this Agreement, including its exhibits, may only be amended in writing, by the Parties.

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 this 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. Legal Services. On August 15, 2015, the City and the Authority entered into an intergovernmental agreement regarding the provision of legal services to the Authority by the City Attorney's Office ("Legal IGA"). The Parties agree that the terms of this Agreement supersede the Legal IGA and that the Legal IGA is no longer in effect on January 1, 2025. The Parties authorize the Fire Chief to engage the City Attorney for any of the purposes described in Exhibit B if the following conditions are met:

- A. While providing such services, the City Attorney and those members of the City Attorney's staff designated by the City Attorney to provide the legal services shall remain at all times City employees.
- B. The City Attorney determines that the City Attorney's Office has the capacity and resources to handle a particular matter.
- C. The City Attorney and the Fire Chief agree that the subject matter is not more appropriately handled by other legal counsel.
- D. The provision of such legal services is consistent with the Colorado Rules of Professional Conduct.
- E. Any informed written consent to the provision of such services may be provided by the Fire Chief.

9.8. No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties 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.

9.9. Execution. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

[Signature Page Immediately Follows]

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

CITY OF FORT COLLINS, COLORADO
a municipal corporation

DocuSigned by:
By: Jeni Arndt
20F798A88621436...
Mayor

ATTEST:

DocuSigned by:
Dan Coldiron
834E243B6BB4C...
Name: D. Coldiron Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Jenny Lopez Filkins
6BE59587D7144C2...
Deputy City Attorney

POUDRE VALLEY FIRE PROTECTION DISTRICT

Signed by:
By: Martina Wilkinson
B1C398B31763D4CD...
Chair

ATTEST:

Signed by:
Dave Pusey
6993BD89CA40498...
Secretary

APPROVED AS TO FORM:

Signed by:
Robert G Cole
421AC22CFF194CB...
Counsel for District

Exhibit A

Funding Formula and Revenue Allocation Formula (RAF)

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

A. City Annual 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 (the “City Annual Contribution”):

1. 13.235 percent of the 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 Property Tax; and reduced by
3. The annual net cost of the Support Services provided by the City and the Authority, as identified in Exhibit B.

“City Base Sales and Use Tax” and “City Property Tax” refer to the actual amounts received by the City for these relevant accounts. The City Contribution to the Authority will reflect the actual amounts collected by the City each month.

The City will provide the Authority with annual forecasts of the City Base Sales and Use Tax and the City Property Tax amounts. These forecasts will be provided by the City in April and August. The City will then budget for anticipated City Base Sales and Use Tax and City Property Tax revenue amounts as part of the annual appropriation of the budget in November of each year.

B. Limitations on City’s Contribution Amounts:

Annually, the City will reconcile the actual amounts collected and adjust the City Annual Contribution based on the Upper Band (percentage above budget) and Lower Band (percentage below budget) for each of the following:

	Upper Band (% above Budget)	Lower Band (% below Budget)
Sales Tax	3.0%	-2.0%
Use Tax	6.0%	-2.0%
Property Tax	2.0%	-2.0%

If any of the individual actual tax revenue amounts collected are within the band range, no adjustment is necessary. If a tax revenue amount is above the annual upper band or below the annual lower band, an adjustment will be made at year end to account for the excess or shortage to return the City Annual Contribution to within the band percentage amounts.

C. City Annual Contribution Calculation Examples:

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

1. **The defined percentage of City Base Sales and Use Tax revenue**

	Base Tax	Percentage	Contribution
Sales Tax	\$ 125,000,000	13.235%	\$ 16,543,750
Use Tax	<u>\$ 16,500,000</u>	13.235%	<u>\$ 2,183,775</u>
Total Sales and Use Tax	\$ 141,500,000	13.235%	\$ 18,727,525

2. **PLUS, a defined percentage of City Property Tax revenue**

	Base Tax	Percentage	Contribution
Property Tax	\$ 33,000,000	67.500%	\$ 22,275,000

3. **LESS, the net cost of Support Services from Exhibit B (per annual appropriated City budget and Authority budget in November)**

Less: Net Cost of Support Services - Exhibit B	\$ (450,000)
---	--------------

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

City Calculated Annual Contribution	\$ 40,552,525
-------------------------------------	---------------

D. Limits on Contribution Example:**Limits on Contribution:**

	Budgeted Contribution	Actual Contribution	Upper Band	Lower Band	Actual Adjusted Contribution
Sales Tax	\$ 16,543,750	\$ 16,750,000	\$ 17,040,063	\$ 16,212,875	\$ 16,750,000
Use Tax	\$ 2,183,775	\$ 2,000,000	\$ 2,314,802	\$ 2,140,100	\$ 2,140,100
Property Tax	\$ 22,275,000	\$ 23,000,000	\$ 22,720,500	\$ 21,829,500	\$ 22,720,500
Support Services Costs	\$ (450,000)	\$ (450,000)	N/A	N/A	\$ (450,000)
Total Contribution	\$ 40,552,525	\$ 41,300,000			\$ 41,160,600

In the example above the total Actual Contribution exceeds the total Actual Adjusted Contribution as required by the limitation bands. Therefore, the following adjustment would be required at year end:

	Actual Contribution	Actual Adjusted Contribution	Net Annual Adjustment
Year-end Contribution Adjustment Calculation	\$ 41,300,000	\$ 41,160,600	\$ (139,400)

E. Capital Improvement Expansion Fees:

The City has adopted capital improvement expansion fees for general governmental services, including fire, to help defray the capital cost of ever-increasing demands to provide such necessary capital improvements related to the provision of fire services in the City. The City has established a separate account for the expansion fees, which shall be requested from the Fort Collins City Council via an ordinance, and then appropriated by the Authority Board of Directors for expenditure.

F. Annexations Adjustment:

In the event the City annexes properties included in the District, the City and District will work cooperatively to ensure that service levels will be maintained through adequate funding adjustments after the annexation has occurred. This will be achieved through adjustments to the RAF sales and use tax percentage and/or the RAF property tax percentage, to ensure no loss of revenue to the Authority. This adjustment will take place as of the end of the calendar year in which the annexation occurs and in conjunction with the timing of the annual reconciliation of contribution amounts described in Section B above.

G. 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 Annual 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 City Annual 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.

H. District Contribution.

The District will annually contribute to the funding of the Authority the revenue from the following sources:

1. The District shall annually certify 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, plus specific ownership tax, shall be contributed to the funding of the Authority for any authorized purpose.
2. The District has intergovernmental agreements with Larimer County and the Town of Timnath for the assessment, collection, and remittance of emergency services impact fees on new development that is located within:
 - a. both the unincorporated portion of the County and the District, or that in the future becomes located within the unincorporated portion of the County and the District; and
 - b. the incorporated portion of the Town of Timnath and the District, or that in the future becomes located within the incorporated portion of the Town and the District.
3. The District impact fees are established to defray the impacts directly related to development within the District. The District, via resolution, will transfer District impact fees to the Authority on an as needed or requested basis.

I. Other Revenues

The Authority will generate other revenues for support of specific programs and services through a variety of sources. The Authority is authorized to expend these funds with approval of the Authority Board of Directors in the same manner as City and District funds are allocated to Authority purposes.

These revenues will be the Authority's alone and not revenue of either the City or the District. These revenue sources may include such sources as:

1. Fee Revenue
 - a. Fire Prevention Bureau Fees.
 - b. Wildland Reimbursements or Fees.
 - c. Capital Expansion Fees imposed by the City and District and remitted to the Authority.
 - d. Fleet Maintenance Program Fees.
 - e. Opticom Maintenance Fees.

2. Miscellaneous Income.
3. Grant Revenue.
4. Federal, State, or County reimbursement for disaster assistance or other purposes.

J. **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

Support Services Provided by the City to the Authority and by the Authority to the City

I. Support Services Provided by the City to the Authority

Department	Service	Description
Emergency Preparedness and Security	Coordinated emergency services	• Coordinate emergency services on an as-needed basis. • Consult and provide support for security services projects on a fee-for-service basis. (CHARGED SEPARATELY)
Human Resources	Retirement Plan Enrollment and Administration	• Administer all City-sponsored retirement plans in the same manner as provided to City employees including: ○ Process new enrollments, changes, and off-boarding. ○ Interpret plans, disseminate plan information, and answer questions related to City-sponsored retirement plans. • Administer ACA; process 1095's and 1094's. • Provide GERP administration for existing participants. • Coordinate with PFA on any existing non-City-sponsored retirement plans. PFA will interpret plans, disseminate plan information, and respond to questions that are specific to PFA plans, including FPPA. • Any other services identified in an Affiliation Agreement previously reached between the parties related to administration of retirement plans.
	Health and Welfare Benefit Enrollment, Administration, and Wellness Program	• Administer all City-sponsored health and welfare benefits in the same manner as provided to City employees, including: ○ Process new enrollments, open enrollment, changes, and off-boarding. ○ Interpret benefits, disseminate benefit information, and answer questions. • Health and Welfare Benefits will be charged at the same Per Employee Per Month rate as City employees. • Coordinate with PFA on the administration and processing of FPPA Death and Disability benefits. • Coordinate with PFA on the implementation of any non-City-sponsored benefits. • COBRA administration. • Provide access to City Wellness programs, such as the Wellness Fair, Health Screenings/Blood Draws, and flu shots, in the same manner as provided to City employees. • Personal enrichment classes and other Wellness programs are only available if PFA participates in the HR Talent Management System at the negotiated rate, and we would need to do a calculation of staffing capacity requirements and costs similar to the funding model for the Library, recognizing we do not presently have the capacity today.

	Training (OPTIONAL)	PFA may choose to opt into City training but to do so they must participate in the HR Talent Management System at the negotiated rate. This will make it possible for PFA to search and sign up for trainings. PFA employees may then participate in trainings and would pay a per participant fee. (CHARGED SEPARATELY)
	Job Posting	Link from City employment website to Authority's employment website positions.
	Records and Human Resources Information Systems	- PFA is responsible for ensuring accuracy of employee data required by the City using established formats, following the Payroll schedule, to administer their programs and services. Once the City enters the data, PFA is accountable for auditing for accuracy. - Process and maintain employee data in ERP system. - Maintain personnel files needed to process payroll and benefits. PFA will serve as the official record keeper for their employees. - Process unemployment claims. - Process data uploads using City-provided templates. - Maintain and enter pay grade tables and pay increase updates using City-provided templates. - Provide standard employee data to PFA from the ERP system as is accessible by other City departments. - Coordinate with PFA on implementation of any non-City-sponsored personnel needs, such as payroll types. - Provide the EEO report from JDE. PFA submits the filing with the EEOC.
Financial Services	Payroll Administration	- Provide payroll services in the same manner as provided to City employees, including: - Process new enrollments, open enrollments, and employee exits. - Process employee garnishments.
	Accounting	- Provide accounting services in the same manner as provided to the City, including: - Accounts payable. - Purchasing cards. - General accounting support. - Maintain financial records and asset inventory. - Provide master schedules, templates, workbooks and other tools in timely fashion to support completion of year-end financial reporting requirements. - Per Section 5.2 of the Agreement, annual financial audit by same auditor as contracted by the City. (CHARGED SEPARATELY)
	Banking, investments, and cash management	- Manage investments with the City's investment pool. - Provide banking and cash management services.
	Safety & Risk Management	- DOT Pool Compliance management and compliance. - Provide office ergonomics reviews for Authority office employees. - Safety glasses program. - Coordinate property and liability insurance renewals by same provider as contracted by the City. (CHARGED SEPARATELY)

	Purchasing	• Provide accounting services in the same manner as provided to the City, including: ○ Purchasing advice. ○ Issuing purchase orders. ○ RFP/Bid creation and coordination. ○ Service Agreements/Contracts.
	City Give	• Provide general support for donation management in the same manner as provided to City departments and in accordance with established processes and procedures. • Provide support for specific capital campaigns by request, in the same manner and charged at the same rate as City departments. (CHARGED SEPARATELY)
	Grant Administration	• Provide grant administration support services in accordance with established processes and procedures.
Operations Services	Fleet	• Access to Fleet service in the same manner and charged at the same rate as City departments, including: ○ Vehicle fueling. ○ Pool vehicle rentals. ○ Vehicle repair. (CHARGED SEPARATELY)
	Facilities	• Access to Facilities service in the same manner and charged at the same rate as City departments, including: ○ Facility repairs. ○ Preventive maintenance on HVACs, A/Cs, furnaces. ○ Project management for larger projects ○ Real estate services. (CHARGED SEPARATELY) • Service contacts (advice on who to call). • Environmental monitoring.
Polices Services	Dispatch	• Provide dispatch services to fire, rescue, and emergency medical services. • Maintain dispatch equipment and capital assets and administer partnerships, such as CRISP and LETA (CHARGED SEPARATELY) • Dispatch staffing levels shall be supplemented by the Authority by agreement between PFA and City administrators. (CHARGED SEPARATELY)
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. • Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems
	GIS	• Access to City GIS programs, data and licenses.
	Voice/Phone system	• Land-line phone system network and maintenance.
	Server/Storage Administration	• Occasional server support.

	Application Support	• Provide application support in the same manner as provided to the City.
	CyberSecurity	• Provide CyberSecurity software. (CHARGED SEPARATELY)
Comm Dev & Neighborhood Services	Capital Expansion Fees	• Collect and maintain accounts for Capital Expansion Fees collected from developers by the City on behalf of Authority.
Community Services	Landscape Maintenance	• Irrigation and Landscaping at Spring Park Fire Station 3, City Park Station 2, Remington St. PFA Headquarters. • Irrigation and Landscaping at Timberline Station 6 location according to the intergovernmental agreement between the Authority and the City Cemetery Division. • Tree pruning, treatment, and replacement at Authority locations within City limits.
City Clerk	Agenda Management	• Agenda Management Software. (CHARGED SEPARATELY)
City Attorney's Office	Legal Services	• Legal support to City departments providing administrative services described in this Exhibit B • Updates or changes to Fort Collins Municipal Code or related policies or agreements tied to fire or emergency services provided by the Authority • Municipal court or Fort Collins Municipal Code enforcement • Advising Authority staff on development review issues that arise in the City's development review process • Any purpose mutually agreed to by the Fire Chief and the City Attorney, subject to the conditions described in Section 9.7 of the Agreement

II. Support Services Provided by the Authority to the City

Department	Service	Description
Emergency Management	Battalion Chief	• Emergency Management services provided by the Battalion Chief for the PFA Service Territory, including but not limited to: • Special events. • Community Wildfire Protection Plans. • Incident command (systems, planning, meetings, staffing of command post, and grant writing), liaison and comprehensive collaboration with Community partners, and state and federal agencies.
Finance	Annual Comprehensive Financial Report (ACFR) audit support	• Ownership, timely completion, and coordination with City staff on all PFA audit support required documentation. • Utilization of all City-provided and/or pre-authorized worksheets, templates, and tools for both routine and year-end financial reporting. • Continual engagement and coordination with City staff throughout the fiscal year and regarding all audit timelines, PFA worksheets, and other required documentation.
Risk Management	Risk Management	• Insurance and Risk management support activities, including:

		○ Coordinating with City Purchasing on workers' compensation provider selection. ○ Point of contact for citizen claims. ○ Coordination of insurance renewals. ○ Workers' compensation claims & driver's license checks and monitoring with safety agency.
Information Technology	IT Analytical support	● Portion of dedicated PFA position devoted to supporting the increased complexity of PFA specific application needs.
Human Resources	Administrative support	● Human Resources employment verifications and FPPA pension files and fund transfers.
Miscellaneous	Storage	● Enclosed vehicle storage costs for City vehicles at PFA facilities.