

EXHIBIT B TO RESOLUTION 2024-010

**MEMORANDUM OF AGREEMENT FOR
CONTINUATION OF SERVICE
(POUDRE VALLEY FIRE PROTECTION DISTRICT/CITY OF FORT COLLINS)**

THIS AGREEMENT, is made and entered into on _____, by and between the CITY OF FORT COLLINS, COLORADO, a municipal home-rule corporation (the “City”), and the POUDRE VALLEY FIRE PROTECTION DISTRICT, a special statutory district within the State of Colorado (the “District”);

WHEREAS, the City has recently filed pursuant to Section 32-1-502(1)(a), C.R.S., a Petition with the District Court in and for Larimer County, Colorado for an Order excluding a certain property from the territory of the District, which property is shown on Exhibit “A” (the “Property”) hereto attached, the contents of which are incorporated by reference herein; and

WHEREAS, said Petition is premised upon the prior annexation and inclusion of the Property within the municipal boundaries of the City; and

WHEREAS, it is the mutual desire of the City and the District to set forth their understanding and agreement with regard to the continuation of fire protection services to the Property, as well as remaining properties within the boundaries of the District and Poudre Fire Authority, as defined below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein contained, the parties agree:

1. From and after the effective date of any Order of Exclusion issued by the District Court in response to the City’s Petition, filed pursuant to Section 32-1-502(1)(a), which effective date is anticipated to be January 1, 2025, the City will continue to assume full and complete responsibility for fire protection services to the Property. Such fire protection services shall be provided by Poudre Fire Authority (“PFA”) pursuant to that certain Amended and Restated Intergovernmental Agreement effective July 15, 2014, by and between the City and the District.

2. From and after the effective date of the Exclusion Order entered by the District Court in and for Larimer County, Colorado, the District shall have no further liability or responsibility with regard to the provision of fire protection services for the Property or any improvements thereon, other than the obligations existing under the aforementioned intergovernmental agreement creating PFA for the provision of regional fire services.

3. From and after the effective date of any Exclusion Order entered by the District Court in and for Larimer County, Colorado, the District agrees that the Property shall be free from taxation by the District, other than mill levies assessed for purposes of paying outstanding bonded indebtedness and interest thereon, owed by the District effective immediately prior to the effective date of such Exclusion Order. Exclusion of the Property from the District and entry of an

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Exclusion Order by the District Court shall not affect any claim the District may have or the District's ability to make such claim for taxes which were certified by the District prior to the effective date of the Exclusion Order.

4. The District will retain ownership of all equipment and facilities now owned by the District, including such facilities as may be located within the Property, if any.

5. The District will, through its agreement with PFA, continue to provide fire protection services to those properties located within the boundaries of the District, as modified by the exclusion of territory pursuant to the anticipated Exclusion Order requested from the District Court.

6. In the event that any bonded indebtedness exists as of the effective date of the anticipated Exclusion Order, the Board of Directors of the District shall continue to assess a proportional mill levy against the Property, together with other properties within the boundaries of the District, sufficient to repay the principal and accrued interest on any such bonded indebtedness in accordance with the terms and provisions of the instruments pursuant to which said obligations have been created and incurred.

7. Nothing within this Agreement shall modify or terminate any obligations of the City or the District with respect to existing obligations under the intergovernmental agreement forming the PFA, including any future amendments or modifications thereto as the parties may hereafter agree.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

CITY OF FORT COLLINS, COLORADO,
a municipal home-rule corporation

City Clerk

Kelly DiMartino, City Manager

Approved as to form:

Dawn Downs, Senior Assistant City Attorney

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POUDRE VALLEY FIRE PROTECTION
DISTRICT,
a special statutory district within the State of
Colorado

By: _____
Chairman, Board of Directors

Approved as to form:

By: Allison C. Ulmer
Attorney for Poudre Valley Fire Protection
District