

SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE POUFRE FIRE AUTHORITY

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT; (“Agreement”) is entered into this ___ day of _____, 2014, pursuant to ~~Section~~Sections 29-1-201203 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 POUFRE 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~~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 hereto~~Parties, which entity is known as the POUFRE 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 hereto~~Parties; and

~~WHEREAS, the parties~~ WHEREAS, the Parties believe their interests will be best served by the City providing the POUFRE FIRE AUTHORITY with certain support services, and the POUFRE 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 POUFRE FIRE AUTHORITY a portion of the legal services required by the POUFRE FIRE AUTHORITY pursuant to the terms of this Agreement and Exhibit B, and the City Council consents to such appointment by the POUFRE FIRE AUTHORITY; and

WHEREAS, the Parties desire to provide for the continued existence of the POUFRE FIRE AUTHORITY, and to amend and restate in full all previous intergovernmental agreements regarding the establishment and operation of the POUFRE FIRE AUTHORITY.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the ~~parties hereto~~Parties as follows:

ARTICLE I

GENERAL PROVISIONS

1.1. Term of the Agreement. ~~This~~The term of this Agreement shall ~~be in effect from commencement on the date first above written~~Effective Date and shall continue until terminated by ~~one or both of the parties~~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 hereto, provided~~Party providing a minimum of 24 months' prior written notice of termination ~~is given to the other party~~Party. ~~The effective date of termination shall be on December 31 of any calendar year, provided said termination shall be no sooner than twenty-four (24) months after service~~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 the written notice of terminationthat 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~~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~~Parties (collectively, the "Fire Rescue Services").

1.3. Nature of the Authority. ~~The Authority is a separate legal entity organized pursuant to Section political subdivision of the State of Colorado, formed in conformity with the provisions of Sections 29-1-203(4), 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, ~~and~~Parts 2 and 3 of Article 72 as applicable to the Authority, and ~~Article~~Articles 6 and 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. ~~The parties~~Parties intend that the Authority is not be 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~~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 ~~annually~~ at the first regular meeting of the Board in ~~August~~February of each year by majority vote of ~~by~~ 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.

~~_____~~ A. Regular Meetings. The Board shall provide for regular meetings at a time and place fixed by resolution of the Board.

~~_____~~ B. _____

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 of the Board or by the Board at such times as the Chair or the Board may determine to be necessary, provided that, or by two Directors, upon not less than twenty-four (24) hours prior written notice or 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 electronic mail of the time, place, and business of such meeting is given to each Board member at least twenty four (24) hours prior to 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. Any, the Board member may sign a waiver of notice which waiver shall then be in lieu of ratify any other notice requirement. A Board member attending emergency action taken. If any special meeting emergency action taken is not ratified, then it shall be deemed to have received the necessary notice rescinded as of the date of such subsequent meeting.

~~C. *Open Meetings.* All meetings of the Board shall be open to the public, except that the Board may go into executive session as permitted by state law.~~

~~D. *Electronic Attendance.* If approved by the Board, the Board members may participate by telephone or other technology that allows them to participate in a meaningful manner, so long as meetings are open to the public and the Board is not acting in a quasi-judicial capacity.~~

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

1.7. Voting; Quorum; Required Votes. -Each Board member ~~of the Board~~ 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, ~~and no. 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 ~~of the Board~~. 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 ~~of the Authority~~, 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~~ 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. ~~The~~ 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 ~~by the Authority~~ of less than ~~Seventy-Five~~ One Hundred Thousand Dollars (~~\$75~~ 100,000), providing such expenditure is within budget. -This expenditure limit will be increased or decreased every five years ~~according to as determined using the Bureau of Labor Statistics'~~ CPI Inflation Calculator for the cumulative ~~Denver-Boulder-Aurora-~~

Lakewood Consumer Price Index for Urban Consumers, ~~as published by the Bureau of Labor Statistics or any successor index.~~ Such adjustment will be made by the ~~Authority~~ 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, where deemed necessary by the Fire Chief, 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 ~~according to the cumulative as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-BoulderAurora-Lakewood~~ Consumer Price Index for Urban Consumers, ~~as published by the Bureau of Labor Statistics or any successor index.~~ Such adjustment will be made by the ~~Authority~~ Board.
- G. To approve payroll payments and to approve other ~~demands for~~ payments by the Authority, provided such other payments are within budget and an individual payment does not exceed ~~Seventy-Five~~ One Hundred Thousand Dollars (~~\$75~~100,000). This payment limit will be increased or decreased every five years ~~according to the cumulative as determined using the Bureau of Labor Statistics' CPI Inflation Calculator for the Denver-BoulderAurora-Lakewood~~ Consumer Price Index for Urban Consumers, ~~as published by the Bureau of Labor Statistics or any successor index.~~ Such adjustment will be made by the ~~Authority~~ 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. ~~_____ I. _____~~ To adopt general operating guidelines, including but not limited to ~~non-personnel matter~~ 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, including reports 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, ~~with such report to be submitted annually in the second quarter of each year.~~ The Authority also shall ~~also~~ 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~~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. _____~~ E. To sue and be sued in its own name.

~~F. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority; and providing that all debts, liabilities, and obligations of the Authority shall be limited to or secured only to the extent of the Authority's revenues and assets; and further providing that no obligation of the Authority shall be or become an obligation of either the City or the District without the express written consent of such party.~~

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 Authority Board determines is advisable, in accordance with the laws ~~of the State~~ 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 a-an ambulance services provider ~~of ambulance services, 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~~Parties with regard to the functions and services described hereinabove and any existing contracts and agreements between either or both of the ~~parties~~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 ~~of the parties hereto~~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 hereto~~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 ~~of the Authority~~ 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.

- ~~A.~~ The Board shall adopt the ~~necessary~~ rules, regulations, and procedures ~~which shall govern~~necessary for the governance of the Authority's personnel ~~matters.~~

- ~~B. During the term of this Agreement, all employees transferred from the City and, which the District under Fire Chief shall implement and enforce through the original Intergovernmental Agreement and all employees hired by the Authority shall be employees of the Authority subject to the terms and conditions of employment in effect as stated in Authority Personnel Rules and Regulations, as amended from time to time.~~
- ~~C. All of the time that a transferred employee has spent as a Fire Department employee of either the City or the District shall be considered as time employed by the Authority for the purpose of determining any conditions or benefits of employment with the Authority.~~
- ~~D. The establishment of the Authority as an independent governmental entity shall not affect in any manner the rights of City or District employees, hired prior to January 1, 1982, insofar as they relate to pension benefits provided by the laws of the State of Colorado.~~
- ~~E. At the termination of this Agreement, any unfunded pension liabilities incurred by the Authority during the term of this Agreement shall be assumed by the City or the District in proportion to the allocation of Authority personnel to the City and the District.~~
- ~~F. If this Agreement is terminated, the parties agree that any employee of the Authority who was an employee of the City or the District on January 1, 1982 shall be restored to employment with the employee's original employer (City or District as applicable) or the entity which has need for additional employees. Said employment shall be subject to the terms and conditions of employment then in effect as stated in City or District personnel such policies, procedures, rules, orders, and directives as the Fire Chief determines are necessary or appropriate.~~

4.3. Authority Fund. The Board shall establish ~~an Authority Fund~~ 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.~~ ~~_____~~ ~~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 hereto~~ 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.~~ ~~_____~~ ~~B.~~ The Parties' financial contributions ~~of the parties~~ 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.~~ ~~_____~~ ~~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.~~ ~~_____~~ ~~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.~~ ~~_____~~ ~~E.~~ The Board shall present requests for supplemental appropriations to the respective governing bodies of the ~~parties hereto~~ 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.~~ ~~_____~~ ~~D.~~ The Board shall have the power to reappropriate funds ~~in~~ within the ~~fund~~ 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 hereto~~ Parties. Said books and records shall be open to inspection at all times during normal business hours by any representative of either ~~party~~ Party or by the accountant or other person authorized by either ~~party~~ 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 ~~presented~~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~~Party to this Agreement. The Authority shall make available to each of the ~~agencies~~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~~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 ~~entity~~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.~~Party. Upon an event of non-appropriation by ~~one party, either Party, that Party may terminate this Agreement effective as of the party~~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~~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.~~Party. If both ~~parties~~Parties fail to appropriate funds under this Agreement, unless otherwise agreed to by the ~~parties~~Parties, this Agreement shall terminate effective as of the last day of the year in which funds have been appropriated by both ~~parties~~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, ~~attached hereto and incorporated herein by to this reference, upon the terms and conditions set forth therein. Agreement.~~ The Authority shall provide to the City ~~those~~the support services ~~also~~also described in Section II. of Exhibit B, ~~upon to this Agreement. The annual cost of the terms and conditions set forth therein. The provision of those support services described in Exhibit B to this Agreement shall be at no additional charge unless otherwise indicated on Exhibit B. Upon adjusted annually for inflation using the written agreement of the City Manager and the Fire Chief, Exhibit B may be amended from 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 to 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.

~~6.2. Additional Services. The City may agree to provide other additional services to the Authority, provided the Authority complies with the operating procedures of the City.~~

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~~Parties shall be returned to the contributing ~~party~~Party if said assets are still owned by the Authority.
- B. If assets contributed to the Authority are not in existence, the contributing ~~party~~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~~Parties.

C. All remaining assets acquired by the Authority after January 1, 1982, from funds provided by the ~~parties~~Parties shall be distributed to the ~~parties~~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~~Parties for acquisition of the assets over the life of this Agreement.

~~D.~~ ~~_____~~ ~~D.~~ The ~~parties~~Parties may agree to dispose of any assets of the Authority in any other acceptable manner.

~~E.~~ ~~_____~~ ~~E.~~ If the ~~parties~~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~~Parties in the same proportion as the respective contributions of funds by the ~~parties~~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 ~~sufficient if deposited in the~~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 hereto~~Parties, the same shall not be unreasonably withheld.

9.3. Amendments. ~~This~~ 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 hereto~~ 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 ~~the~~ this Agreement.

9.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the ~~parties~~ Parties.

9.6. Assignment and Delegation. A ~~party~~ 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~~ Party.

~~9.7. Effect Upon Prior Agreements. This Agreement shall extinguish and replace the intergovernmental agreement entitled Intergovernmental Agreement dated November 3, 1987, and the three addenda to that Intergovernmental Agreement referenced in the Third Addendum to the Intergovernmental Agreement Between the City of Fort Collins and Poudre Valley Fire Protection District dated May 21, 2013.~~

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 hereto~~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 hereto~~Parties have caused this Agreement to be signed on the date hereinabove written.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

POUDRE VALLEY FIRE PROTECTION DISTRICT

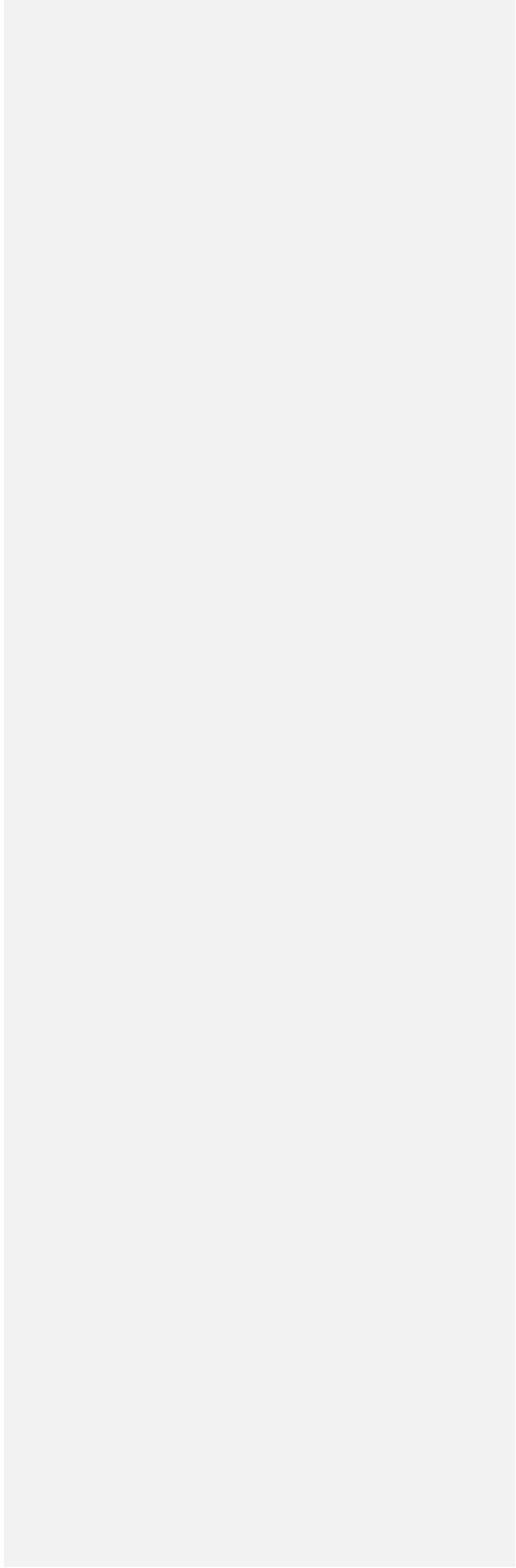
By: _____
President of the Board

ATTEST:

Secretary

| APPROVED AS TO FORM:

| _____
Counsel for District



|

|

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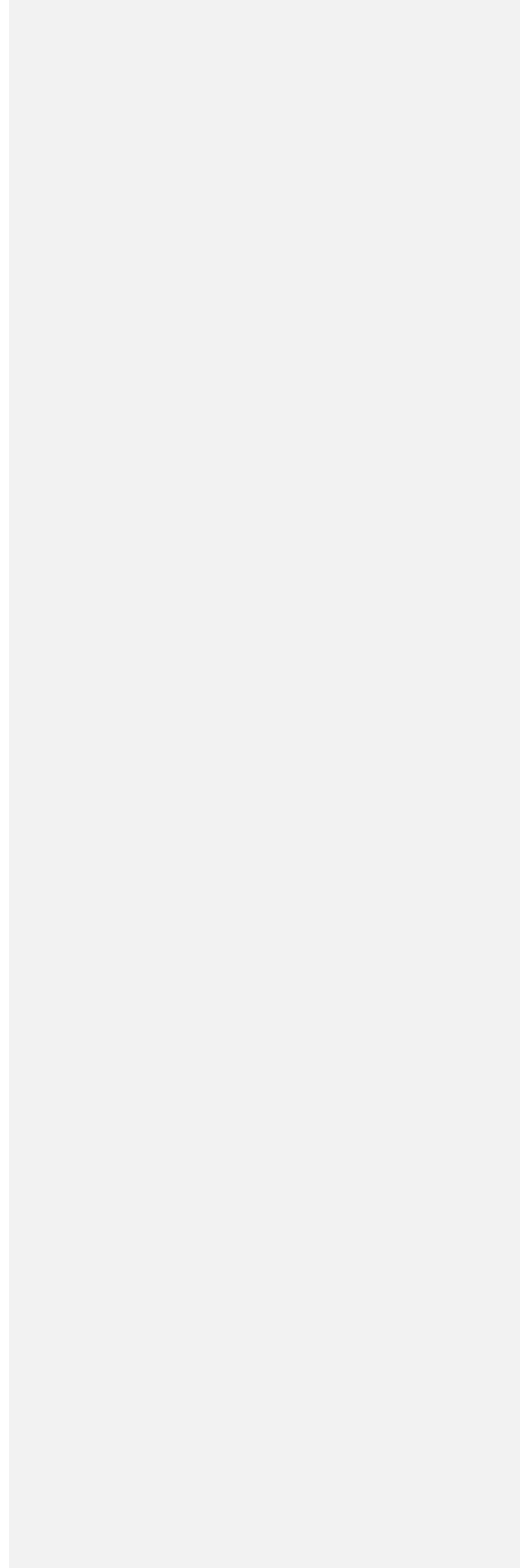


Exhibit A
Funding Formula and Revenue Allocation Formula (RAF)
To Intergovernmental Agreement

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. A. City Annual Contribution to the Authority per RAF:

Subject to the ~~Adjustments~~adjustments described below, the City will annually contribute to the funding of the

Authority the following amounts: ~~(the "City Annual Contribution"):~~

~~29~~

1. ~~13.235 percent of one cent of the~~ 13.235 percent of ~~the~~ City base sales~~Base Sales~~ and ~~use tax~~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's property taxes~~City Property Tax; and ~~reduced by~~
3. ~~Sales and use tax revenue from the voter approved tax measure currently known as "Keep Fort Collins Great" (KFCCG) per the tax measure provision for fire protection and other emergency services funding.~~

~~"City Sales~~

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 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 ~~per the City's Financial Services of the~~ City Base Sales and Use Tax and the City Property Tax amounts. These forecasts will be provided by the City in April projection 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 City's Biennial Budget process. The RAF will be updated throughout that same year if there 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 material changes to the City Sales & Use Tax and City Property Tax April projections 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 Calculations Calculation Examples:

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

A portion of

- 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	\$ 16,500,000	13.235%	\$ 2,183,775
Total Sales and Use Tax	\$ 141,500,000	13.235%	\$ 18,727,525

PLUS Total City Base Sales & Use Tax Revenue (per Financial Services April projections)
 \div 2.25 **DIVIDE**: Total 2.25-cent Base City sales and use tax to equal
subtotal of 1-cent of sales and use tax
 \times 0.29 **MULTIPLY**: RAF sales and use tax, a defined percentage share of total
revenue Sales and use tax RAF Amount

Example: If 2.25% sales tax yields \$60 million per year, then \$60 million \div 2.25 = \$26.66 million per 1% of sales and use tax; then \$26.66 million \times .29 = \$7.733 million is .29 cents of sales and use tax to be contributed to PFA. of City

- PLUS a portion of Property Tax revenue**

City 9.797 Mill Property Tax Revenue (per Financial

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

~~LESS, the net cost of Support Services April projections)~~
~~x 0.675 MULTIPLY: RAF property tax percentage~~
Property tax RAF Amount

from
Exhibit
A, Page
4

Page

Exhibit A
To Intergovernmental Agreement

3. ~~3.~~ PLUS tax measure revenue from Keep Fort Collins Great dedicated to fire protection B (per annual appropriated City budget and other emergency services funding Authority budget in November)

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

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

Phase-in of City
City Calculated Annual Contribution \$ 40,552,525

D. Limits on Contribution Adjustment (\$2.6 M over 5 years) Example:

The City's current (2014) budgeted contribution to the Authority is \$2.6M below

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 RAF calculated amount. It is the City's intent to phase in its total contribution to equal the RAF calculation over a 5 year time period beginning in 2015 as follows:

City ~~Calculated~~ ~~Annual~~ Actual Contribution
MINUS: ~~Escalation~~ ~~Adjustment~~ for ~~year~~
Total City exceeds the total Actual Adjusted Contribution

Escalation Adjustment as required by year the limitation bands. Therefore, the following adjustment would be required at year end:

2014	=	\$2.6M
2015	=	\$2.1M
2016	=	\$1.6M

~~2017~~ _____ = _____ ~~\$1.0M~~
~~2018 = \$0.5M~~

Year-end Contribution Adjustment Calculation	Actual Contribution	Actual Adjusted Contribution	Net Annual Adjustment
	\$ 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:

Annexation — primarily residential:

~~In the event of a City approved annexation of properties included in the District that are primarily residential in nature, the RAF sales and use tax percentage and RAF property tax percentage will be adjusted to ensure no loss of revenue to PFA.~~

Annexation — with significant commercial or industrial components:

~~In the event of a City approved annexation of the City annexes properties included in the District that include a significant commercial or industrial components, 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 ~~contribution~~ 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 RAF₂ or ~~contribution~~City Annual Contribution amount₂ in good faith in the event of "other" implications that affect the efficient implementation of the RAF₂ or management of the Authority₂ in a fiscally prudent manner.

Exhibit A
To Intergovernmental Agreement

H. B. District Contribution.

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

1. The District shall annually ~~adopt~~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. ~~C.~~ _____ 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 ~~Poudre Fire~~ Authority will generate other revenues for support of specific programs and services through a variety of sources. The ~~PFA~~Authority is authorized to expend these funds with approval of the ~~PFA~~Authority Board of Directors in the same manner as City and District funds are allocated to ~~PFA~~Authority purposes. ~~These revenues will be considered to be PFA's alone and not revenue of either the City or the District. These revenue sources may include such sources as:~~

~~+~~
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. ~~Plan Review and Development Review Fees~~
 - b. ~~Sprinkler Inspection Fees~~
 - c. ~~Hazardous Materials Fees~~
 - a. Fire Prevention Bureau Fees.
 - d.b. Wildland Reimbursements or Fees.

~~e.c. Capital Expansion Fees passed through imposed by the City of Fort Collins or other entities and District and remitted to the Authority.~~

~~d. Fleet Maintenance Program Fees.~~

~~f.e. Opticom Maintenance Fees.~~

~~2. Cost sharing revenue for City of Fort Collins Office of Emergency Management~~

~~2. 3. Miscellaneous Income.~~

~~4. Investment Income~~

~~3. 5. Grant Revenue.~~

~~4. 6. Federal, State, or County reimbursement for disaster assistance or other purposes.~~

~~D. —~~

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 Exh
ibit **B****

**Support
Services
Provided
by the City**

**to
the
Auth
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and
by
the
Auth
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to
the
City
of
Fort
Colli
ns**

**I. Support
t
Service
s
Provide
d by
the
City to**

Second Amended and
Restated
Intergovernmental
Agreement - Exhibit A

To Intergovernmental Agreement

the
Authori
ty

Department	Service	Deleted Cells	
Office of Emergency Preparedness and Security Management	Coordinated OEM emergency services	Deleted Cells	
		<ul style="list-style-type: none"> needed basis. Consult and provide support for security services projects on a fee-for-service basis. (CHARGED SEPARATELY) 	<ul style="list-style-type: none"> coordination with the
			<ul style="list-style-type: none"> Authority's designated emergency manager Fund portion costs of the City's joint OEM in partnership with the City General Fund and Utility Services through the City's Budget process
		Pension Administration	<ul style="list-style-type: none"> Administer 401 Money Purchase Plans for Authority benefitted employees Process new employee enrollment and changes in participant records
Human Resources	Retiree Plan Enrollment and Administration	Deleted Cells	
		<ul style="list-style-type: none"> manner as provided to City employees including: <ul style="list-style-type: none"> 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. 	
		Deferred Compensation Administration	<ul style="list-style-type: none"> Administration and support of 457 Deferred Compensation programs Enrollment and changes processed
	Health Welfare	Deleted Cells	
		same manner as provided to City employees, including:	

	<u>Benefits</u> <u>Benefit Enrollment, Administration, and Wellness Program</u>	<ul style="list-style-type: none"> ○ <u>Process new enrollments, open enrollment, changes, and off-boarding.</u> ○ <u>Interpret benefits, disseminate benefit information, and answer questions.</u> ● <u>Health and Welfare Benefits will be charged at the same Per Employee Per Month rate as City employees.</u> ● <u>Coordinate with PFA on the administration and processing of FPPA Death and Disability benefits.</u> ● <u>Coordinate with PFA on the implementation of any non-City-sponsored benefits.</u> ● <u>COBRA administration.</u> ● <u>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.</u> ● <u>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.</u>
		<p>(medical, dental, vision, life, long term disability) within City self-insured plans and contract group insurance agreements</p> <ul style="list-style-type: none"> ● <u>COBRA administration</u> ● <u>New employee benefits sign-ups</u>
<u>-Training</u> <u>(OPTIO</u> <u>NAL)</u>	<u>Deleted Cells</u>	<p>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)</p>
<u>-Job</u> <u>Posting</u>	<u>Deleted Cells</u>	<p><u>Authority's employment website positions.</u></p> <p>between employees—and insurance companies</p>
		<ul style="list-style-type: none"> ● <u>Maintain records, files and forms</u>
	<u>Benefit</u> <u>Enrollment</u> <u>Records and</u> <u>Human</u> <u>Resources</u>	<p><u>Deleted Cells</u></p> <p>sponsored plans in the same way as provided to covered 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.</p>

	<u>Information Systems</u>	<ul style="list-style-type: none"> • <u>Process and maintain employee data in ERP system.</u> • <u>Maintain personnel files needed to process payroll and benefits. PFA will serve as the official record keeper for their employees.</u> • <u>Process unemployment claims.</u> • <u>Process data uploads using City-provided templates.</u> • <u>Maintain and enter pay grade tables and pay increase updates using City-provided templates.</u> • <u>Provide standard employee data to PFA from the ERP system as is accessible by other City departments.</u> • <u>Coordinate with PFA on implementation of any non-City-sponsored personnel needs, such as payroll types.</u> • <u>Provide the EEO report from JDE. PFA submits the filing with the EEOC.</u>
<u>-Financial Services</u>	<u>-Payroll Administration</u>	<ul style="list-style-type: none"> • <u>Provide payroll services in the same manner as provided to City employees, including:</u> <ul style="list-style-type: none"> ○ <u>Process new enrollments, open enrollments, and employee exits.</u> ○ <u>Process employee garnishments.</u>
	<u>-Accounting</u>	<ul style="list-style-type: none"> • <u>Provide flexible spending accounts</u> Provide accounting services in the same manner as provided to the City, including: <ul style="list-style-type: none"> ○ <u>Accounts payable.</u> ○ <u>Purchasing cards.</u> ○ <u>General accounting support.</u> ○ <u>Maintain financial records and asset inventory.</u> • <u>Provide master schedules, templates, workbooks and other tools in timely fashion to support completion of year-end financial reporting requirements.</u> • <u>Per Section 5.2 of the Agreement, annual financial audit by same auditor as contracted by the City. (CHARGED SEPARATELY)</u>
	<u>Banking, investments, and cash management</u>	<ul style="list-style-type: none"> • <u>Manage investments with the City's investment pool.</u> • <u>Provide banking and cash management services.</u>
	<u>Safety & Risk Management</u>	<ul style="list-style-type: none"> • <u>DOT Pool Compliance management and compliance.</u> • <u>Provide office ergonomics reviews for Authority office employees.</u> • <u>Safety glasses program.</u> • <u>Coordinate property and liability insurance renewals by same provider as contracted by the City. (CHARGED SEPARATELY)</u>
	<u>Purchasing</u>	<ul style="list-style-type: none"> • <u>Provide accounting services in the same manner as provided to the City, including:</u> <ul style="list-style-type: none"> ○ <u>Purchasing advice.</u> ○ <u>Issuing purchase orders.</u> ○ <u>RFP/Bid creation and coordination.</u>

		<ul style="list-style-type: none"> ○ <u>Service Agreements/Contracts.</u>
	<u>City Give</u>	<ul style="list-style-type: none"> ● <u>Provide general support for donation management in the same manner as provided to City departments and in accordance with established processes and procedures.</u> ● <u>Provide support for specific capital campaigns by request, in the same manner and charged at the same rate as City departments. (CHARGED SEPARATELY)</u>
	<u>Grant Administration</u>	<ul style="list-style-type: none"> ● <u>Provide grant administration support services in accordance with established processes and procedures.</u>
<u>Operations Services</u>	<u>Fleet</u>	<ul style="list-style-type: none"> ● <u>Access to Fleet service in the same manner and charged at the same rate as City departments, including:</u> <ul style="list-style-type: none"> ○ <u>Vehicle fueling.</u> ○ <u>Pool vehicle rentals.</u> ○ <u>Vehicle repair.</u> <u>(CHARGED SEPARATELY)</u>
	<u>Facilities</u>	<ul style="list-style-type: none"> ● <u>Access to Facilities service in the same manner and charged at the same rate as City departments, including:</u> <ul style="list-style-type: none"> ○ <u>Facility repairs.</u> ○ <u>Preventive maintenance on HVACs, A/Cs, furnaces.</u> ○ <u>Project management for larger projects</u> ○ <u>Real estate services. (CHARGED SEPARATELY)</u> ● <u>Service contacts (advice on who to call).</u> ● <u>Environmental monitoring.</u>
<u>Polices Services</u>	<u>Dispatch</u>	<ul style="list-style-type: none"> ● <u>Provide dispatch services to fire, rescue, and emergency medical services.</u> ● <u>Maintain dispatch equipment and capital assets and administer partnerships, such as CRISP and LETA (CHARGED SEPARATELY)</u> ● <u>Dispatch staffing levels shall be supplemented by the Authority by agreement between PFA and City administrators. (CHARGED SEPARATELY)</u>
<u>Information Technology</u>	<u>Network Administration</u>	<ul style="list-style-type: none"> ● <u>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.</u> ● <u>Provide internet access.</u> ● <u>Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems</u>
	<u>GIS</u>	<ul style="list-style-type: none"> ● <u>Access to City GIS programs, data and licenses.</u>
	<u>Voice/Phone system</u>	<ul style="list-style-type: none"> ● <u>Land-line phone system network and maintenance.</u>
	<u>Server/Storage Administration</u>	<ul style="list-style-type: none"> ● <u>Occasional server support.</u>

	<u>Application Support</u>	<ul style="list-style-type: none"> • <u>Provide application support in the same manner as provided to the City.</u>
	<u>CyberSecurity</u>	<ul style="list-style-type: none"> • <u>Provide CyberSecurity software. (CHARGED SEPARATELY)</u>
<u>Comm Dev & Neighborhood Services</u>	<u>Capital Expansion Fees</u>	<ul style="list-style-type: none"> • <u>Collect and maintain accounts for Capital Expansion Fees collected from developers by the City on behalf of Authority.</u>
<u>Community Services</u>	<u>Landscape Maintenance</u>	<ul style="list-style-type: none"> • <u>Irrigation and Landscaping at Spring Park Fire Station 3, City Park Station 2, Remington St. PFA Headquarters.</u> • <u>Irrigation and Landscaping at Timberline Station 6 location according to the intergovernmental agreement between the Authority and the City Cemetery Division.</u> • <u>Tree pruning, treatment, and replacement at Authority locations within City limits.</u>
<u>City Clerk</u>	<u>Agenda Management</u>	<ul style="list-style-type: none"> • <u>Agenda Management Software. (CHARGED SEPARATELY)</u>
<u>-City Attorney's Office</u>	<u>Training Services</u>	<p>Deleted Cells</p> <p>and professional development classes, Access to personal enrichment courses such as wellness classes provided on a space available basisLegal support to City departments providing administrative services described in this Exhibit B</p> <ul style="list-style-type: none"> • <u>Updates or changes to Fort Collins Municipal Code or related policies or agreements tied to fire or emergency services provided by the Authority</u> • <u>Municipal court or Fort Collins Municipal Code enforcement</u> • <u>Advising Authority staff on development review issues that arise in the City's development review process</u> • <u>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</u>
	<u>Job Posting</u>	<ul style="list-style-type: none"> • <u>Link from City employment web site to Authority's employment web site positions</u>
	<u>Pre-employment</u>	<ul style="list-style-type: none"> • <u>Drug Testing</u>

EXHIBIT B
To Intergovernmental Agreement

II. Support Services Provided by the Authority to the City

<p>Human Resources (colt) Department</p>	<p><u>Records Service</u></p>	<p align="center">• •</p> <p>Description</p>	<p>• Per son nel rec ord s ma int en anc e</p> <p>• Em ple ym ent ver ific ati ons</p> <p>• Annual EEOC reporting</p>
<p>Emergency Management</p>	<p><u>Wellness programs</u> <u>Battalion Chief</u></p>	<p>• Provide access to City Health Fair programs</p> <p>• Provide annual Health Screening/Blood Draw program to benefited employees in the same manner as provided to City employees</p> <p>• Provide annual flu shots to benefited employees in the same manner as provided to City employees</p> <p>• Provide office ergonomics reviews for Authority office employees</p> <p>• <u>Provide EAP services (charged) Emergency Management services provided by the Battalion Chief for the PFA Service Territory, including but not limited to:</u></p> <ul style="list-style-type: none"> • <u>Special events.</u> • <u>Community Wildfire Protection Plans.</u> • <u>Incident command (systems, planning, meetings, staffing of command post, and grant writing), liaison and comprehensive collaboration with Community partners, and state and federal agencies.</u> 	
<p>Finance</p>	<p><u>Annual Comprehensive Financial</u></p>	<p><u>Payroll Administration</u></p>	<p>• Provide payroll services through the City's accounting and payroll system Ownership, timely completion, and coordination with City staff on all PFA audit support required documentation.</p>

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	al Service sReport (ACFR) audit support		<ul style="list-style-type: none"> • 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.
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			<ul style="list-style-type: none"> • Add new employees through the same New Hire process as used for City employees • Provide employee exit processing in the same manner as provided for City employees • Administer unemployment claims and garnishments
		Accounting	<ul style="list-style-type: none"> • Provide accounts payable, accounts receivable, and purchasing cards to Authority • Maintain files and records • Maintain asset inventory • Grant compliance • Cash management
		Banking and investing	<ul style="list-style-type: none"> • Capital projects investments (fee charged)

-Risk Management	Risk Management (charged)	<ul style="list-style-type: none"> • Provide point Insurance and Risk management support activities, including: <ul style="list-style-type: none"> o Coordinating with City Purchasing on workers' compensation provider selection. o Point of contact for citizen claims. o Coordination of insurance renewals. • Workers' compensation claims & driver's license checks and monitoring with safety agency.
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			<ul style="list-style-type: none"> • Process Worker Comp and liability claims to Authority insurance • Safety monitoring (atmospheric testing, radon, etc.)
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Information Technology	-IT Analytical support	<ul style="list-style-type: none"> • Coordinate selection of worker's comp providers 	Portion of dedicated PFA position devoted to supporting the increased complexity of PFA specific application needs.
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-Human Resources	Administrative support	<ul style="list-style-type: none"> • Coordinate insurance renewals: Support and advice on Property and Casualty and Human Resources employment verifications and FPPA pension files and fund transfers.
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Miscellaneous	-Storage	<ul style="list-style-type: none"> • Enclosed vehicle storage costs for City vehicles at PFA facilities. 	Workers' Compensation Insurance contract
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			<ul style="list-style-type: none"> • Liaison with insurance broker
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• Driver's license checks

EXHIBIT B
To Intergovernmental Agreement

Financial Services (cont)	Purchasing	<ul style="list-style-type: none"> • Purchasing advice • Issuing purchase orders • REP/Bid creation and coordination • Service Agreements/Contracts
	Capital Expansion Fees	<ul style="list-style-type: none"> • Collect and maintain accounts for Capital Expansion Fees collect from developer by the City on behalf of Authority
	Annual Financial Audit Coordination	<ul style="list-style-type: none"> • Annual financial audit by same auditor as contracted by the City (charged)
Operations Services:	Fleet	<ul style="list-style-type: none"> • Vehicle fueling (charged) • Pool vehicle rentals (charged) • Fuel payment cards * Vehicle repair (charged)
	Facilities	<ul style="list-style-type: none"> • Facility repairs (charged) • Service contacts (advice on who to call) • Preventive maintenance on HVACs, A/Cs, furnaces (charged) • Project management for larger projects (charged) • Real estate services (charged)
Police Services	Dispatch	<ul style="list-style-type: none"> • Dispatch consoles (charged)
Information Technology	Network Administration	<ul style="list-style-type: none"> • 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 • Provide access to internet web email • Partner with the Authority in FCPS Computer Aided Dispatch (CAD) systems • Connectivity to City core switch
	GIS	<ul style="list-style-type: none"> • Access to City GIS programs, data and licenses
	Voice/Phone system	<ul style="list-style-type: none"> • Land-line phone system network and maintenance • Partners in Verizon wireless purchases
	Server/Storage Administration	<ul style="list-style-type: none"> • Active Directory • Authority equipment in server room • Occasional server support

EXHIBIT B
To Intergovernmental Agreement

Services Provided to the City of Fort Collins by Authority	
Office of Emergency Management	<ul style="list-style-type: none"> • Office space for OEM • Training Center space for Emergency Operations Center • Portion of funding for Emergency Manager position • Day to day supervision of OEM function
Meeting Rooms	<ul style="list-style-type: none"> • Access to conference rooms, community rooms and Training Center space without fees
Community Education Programs	<ul style="list-style-type: none"> • Support of CityWorks program with presenters, demonstrations, access to Authority facilities • Participation in employee Safety Fair • Other fire service education programs upon request