

Service Plan  
Evans Fire Protection District  
Evans, Colorado

Submitted March 7, 2011

Revised March 15, 2011

Approved April 5, 2011

Prepared By:

The Evans Fire District Taskforce

# TABLE OF CONTENTS

- I. INTRODUCTION ..... 4
- II. DESCRIPTION OF THE FIRE DISTRICT AND THE PROPOSED SERVICES..... 5
  - 1. In General..... 5
  - 2. Personnel System ..... 6
  - 3. Connection to the City of Evans ..... 9
    - a. Identification, Engagement, and Partnership with the City ..... 9
    - b. Transition from City- to Fire District-Provided Services ..... 11
- III. FIRE DISTRICT BOUNDARIES..... 13
  - 1. Inclusions ..... 14
  - 2. Exclusions ..... 14
  - 3. Eminent Domain ..... 14
- IV. POPULATION PROJECTIONS & ASSESSED VALUATION ..... 15
- V. FINANCIAL PLAN AND ESTIMATED EXPENSES AND REVENUE ..... 15
  - 1. Financial Plan ..... 15
  - 2. Estimated Amount of Major Revenue Related to the Fire District's Organization and Initial Operation ..... 15
    - a. Funding Process: Step One ..... 16
    - b. Funding Process: Step Two ..... 17
    - c. Additional Sources of Revenue ..... 19
      - i. TABOR Reserve Payment ..... 19
      - ii. ECF Revenue Payment..... 19
      - iii. Other Funding ..... 20
      - iv. Termination of the City's Annual Contribution ..... 21
  - 3. Estimated Amount of Major Expenses Related to the Fire District's Organization and Initial Operation ..... 22
    - a. Paid and Volunteer Personnel..... 22
    - b. Administrative Services ..... 23
    - c. Apparatus Replacement..... 24
    - d. Supplies and Services ..... 24
    - e. Asset Management Plan ..... 25

f. Elections.....	25
VI. DESCRIPTION OF FACILITIES TO BE CONSTRUCTED .....	25
1. Real Property.....	25
2. Facilities .....	26
a. Facilities to be Constructed .....	26
b. Engineering and Architectural Surveys .....	26
VII. ARRANGEMENTS WITH OTHER POLITICAL SUBDIVISIONS.....	27
VIII. SECTION 203 CRITERIA .....	27
1. There is Sufficient Existing and Projected Need for Emergency Services in the Area to be Served by the Fire District. ....	28
2. The Fire District is Better Suited to Meet the Present and Projected Emergency Services Needs. ....	29
3. The Fire District is Capable of Providing Economical and Sufficient Emergency Services to the Area to be Served by the Fire District. ....	30
4. The Area to be Included in the Fire District Has, or Will Have, the Financial Ability to Discharge the Proposed Indebtedness on a Reasonable Basis .....	30
IX. CONCLUSION .....	30
X. LIST OF CONTACTS.....	30

## **I. INTRODUCTION**

The City of Evans ("City") is a Colorado municipal corporation serving a population of approximately 19,000 residents. Located at the intersection of two major routes, U.S. 85 and U.S. 34, the City is an urban area with a rural feel. Since its incorporation in 1869, the City has been charged with protecting the health, safety, and welfare of the citizens and property within its corporate boundaries. For nearly 100 years, the City, through its Fire Rescue Department, has provided fire suppression and related investigatory activities, fire prevention and public education services, emergency rescue and extrication services, hazardous materials services, and emergency medical services (collectively, "Emergency Services") to the citizens and their property within its corporate boundaries; ambulance services are currently provided by Weld County Paramedic Services. Today, the Fire Rescue Department provides Emergency Services through a workforce of 15 highly motivated and professionally trained firefighters and support personnel, and approximately 36 volunteer firefighters.

The City Council and Senior Staff, with the assistance of outside consultants, have carefully evaluated the options for providing sustainable, high quality, and cost-effective Emergency Services to the City's citizens and their property in future years. The City Council has determined that the health, safety, and welfare of its citizens and their property will be best served by organizing a fire protection district pursuant to the Colorado Special District Act, C.R.S. § 32-1-101, *et seq.* ("Special District Act") and by transferring responsibility for providing Emergency Services to the fire protection district upon its organization.

This Service Plan has been developed in accordance with the requirements of the Special District Act and is intended to provide for the smooth transfer of Emergency Services from the City's Fire Rescue Department to the fire protection district upon its organization. This Service Plan and the attached Intergovernmental Agreement with the City also are intended to provide a foundation and framework upon which a close working relationship between the City and the fire protection district is established and sustained for the benefit of future generations.

## **II. DESCRIPTION OF THE FIRE DISTRICT AND THE PROPOSED SERVICES**

### **1. In General**

The Evans Fire Protection District ("Fire District") will constitute a "Fire Protection District" as defined in § 32-1-103(7) of the Colorado Revised Statutes ("C.R.S."). The Fire District will have all of the powers granted Colorado special districts under the Special District Act, including the common powers delineated in C.R.S. § 32-1-1001. The Fire District also will have the additional powers granted fire protection districts under C.R.S. § 32-1-1002. Consistent with and in the full exercise of the general and specific powers and authority granted under the Special District Act or otherwise granted under federal, state, or local law (including all inherent/implied powers and authority), the Fire District's services will include, but will not be limited to, fire suppression and related investigatory activities, fire prevention and public education services, emergency rescue and extrication services, hazardous materials services, and emergency medical services. At this time, the City is provided with ambulance services by Weld County Paramedic Services, and the Fire District does not expect to provide ambulance services. However, as permitted by the Special District Act, this Service

Plan gives the Fire District the authority, but not the obligation, to provide ambulance services directly if at a future time the Fire District's Board of Directors ("Board") determines this is a service that the community wants and that it is in the best interest of the Fire District and the community for the Fire District to provide this service. The provision of ambulance services by the Fire District will not constitute a material modification of this Service Plan.

The Fire District Board shall comply fully with all federal, state, and local laws, ordinances, and regulations governing the transparency and conduct of the Fire District Board. Such laws include, but are not limited to, the Colorado Sunshine Law (Open Meetings), C.R.S. § 24-6-401, *et seq.*; 72-hour posted notice of public meetings, C.R.S. § 32-1-903; standards for executive session, C.R.S. § 24-6-402(4); Colorado Public (Open) Records Act, C.R.S. § 24-72-201 *et seq.*; special district transparency notice, C.R.S. § 32-1-809; conflict of interest disclosure, C.R.S. § 31-1-902(3), 18-8-308; and standards of conduct and fiduciary duty, C.R.S. § 24-18-101 *et seq.*

## **2. Personnel System**

Currently, the City's Fire Rescue Department is a combination department, served by 12 paid firefighters, 36 volunteer firefighters, and three support personnel. The Fire District anticipates that it will retain substantially the same personnel structure, except that the Fire District also expects to add nine additional paid part-time firefighters and one half-time (i.e. 20 hour per week) administrative assistant during the transition period discussed in Section II(3)(b). As discussed in Section V(3), the additional firefighters will permit the Fire District to provide enhanced services and improved operations to the citizens of the City and Fire District, and the half-time administrative

assistant will support the operations of the Fire District and its Board. The Fire District will add additional firefighters and personnel in the future as may be financial feasible and necessary to meet the demand for Emergency Services within the Fire District's jurisdiction and service area. The Fire District may at a future time restructure its personnel system, including transitioning to an all-paid (career) firefighter force, if the Fire District Board finds it to be in the best interest of the Fire District and the community.

As provided by the Special District Act, the Fire District will be governed by a Board of Directors, which will be comprised of five taxpaying electors within the Fire District's jurisdiction who shall be elected at large. The Fire District Board will be solely responsible for hiring and supervising the Fire Chief. The Fire Chief will act as the Fire District's chief executive officer and will be primarily responsible for hiring and supervising the Fire District's paid and volunteer firefighters and other personnel.

Pursuant to the authority granted it by the Special District Act, the Fire District Board will be responsible for developing and adopting the Fire District's personnel policies, which may be set forth in separate Handbooks for the employees and the volunteers or in a combined Handbook. The Fire Chief will be responsible for establishing Standard Operating Guidelines that implement the Fire District Board's policies and set forth additional administrative and operating procedures for the efficient and effective administration and operation of the Fire District; provided, however, that the Standard Operating Guidelines established by the Fire Chief shall not be inconsistent with the policies established by the Fire District Board.

Initially, the Fire District anticipates that its personnel rules, compensation, and benefits will be substantially the same as those historically maintained by the City in order to facilitate a smooth transfer of personnel from the City to the Fire District. In future years, the Fire District's personnel rules, compensation, and benefits may differ from those maintained by the City, as the Fire District Board deems appropriate in its sole discretion, considering such factors as applicable laws and regulations, industry standards, historic practice, financial and economic conditions, and the best interests of the Fire District and the community.

As discussed in Section II(3), during the Fire District's initial period of operation, it is anticipated that the firefighters and support personnel will remain City employees and volunteers, and that the Fire District will contract with the City for their services. This arrangement will provide greater stability for the affected personnel and will allow the Fire District time to begin receiving tax revenue, to put in place appropriate personnel policies, Standard Operating Guidelines, and benefit plans/programs, and to establish its personnel systems. Once the Fire District is ready to assume full responsibility for the workforce, the Fire District will make an offer to employ all of the paid firefighters and support personnel, and their employment with the City will terminate. Except for the half-time administrative assistant, each City employee who is hired by the Fire District will sign a three-year employment agreement to further promote a stable workforce during the transition; however, such employment agreements will include the customary terms related to termination for cause. Upon expiration of the employment agreements, all employees will be "at-will", meaning that either an employee or the Fire District can terminate the employment relationship at any time for any or no reason subject only to

the requirements of federal and state law. The Fire District will accept into its volunteer programs all of the volunteers providing Emergency Services to the City, and those volunteers will cease providing Emergency Services on behalf of the City.

### **3. Connection to the City of Evans**

#### **a. Identification, Engagement, and Partnership with the City**

In order to maintain a close identification with the City, the name of the Fire District shall be the Evans Fire Protection District. Similarly, the general appearance of, and logos, emblems, and wording on, the Fire Rescue Department equipment, apparel, and apparatus that are transferred to the Fire District will remain substantially the same. The Fire District may at a future time redesign the appearance of such equipment, apparel, and apparatus if the Fire District Board finds it to be in the best interest of the Fire District and the community.

The Fire District will continue to provide services to the City and its citizens that have historically been provided by the City's Fire Rescue Department, which may include servicing City fire extinguishers and providing EMS training. Additionally, the Fire District will continue to participate in those community events in which the City's Fire Rescue Department has traditionally participated. Such events may include, without limitation, the Evans Fest, Pancake Breakfast, and Neighborhood Night Out. If at a future time the Fire District determines that it lacks the financial, staffing, or other resources to provide one or more of these historical City and/or community services, it will notify the City of this fact and the parties will in good faith work together to determine if there are actions that can be taken by one or both of the parties to enable the Fire District to continue to provide these historical services.

In order to promote a close working relationship between the City and the Fire District, the Fire District's Fire Chief will, to the extent practicable, participate in meetings, work/study sessions, and other activities of the City's senior management team to provide input on Emergency Services issues. Additionally, the City and the Fire District shall cooperate in good faith on the development, implementation, and management of emergency operations within the City and the Fire District, including the development, implementation, and management of any applicable municipal, county, and/or other regional emergency management plans.

Pursuant to the authority granted it by the Special District Act, the Fire District Board will be responsible for governing the Fire District, including establishing Fire District policies, and will make the final decision on all Fire District policies that do not constitute a material modification to this Service Plan. The Fire District Board will petition and seek the approval of the City for any material modifications of this Service Plan, including all changes of a basic or essential nature. Such changes include, but are not limited to, any addition to the types of Emergency Services provided by the Fire District, a decrease in the level of Emergency Services provided by the Fire District, a decrease in the financial ability of the Fire District to discharge its existing or proposed indebtedness, if any, or a decrease in the existing or projected need for organized Emergency Services in the Fire District's service area.

The Fire District Board, directly or through the Fire Chief, also will confer with the City Council or the City's senior management team regarding Fire District policies that will have a significant impact on the City, or its citizens or their property, such as adoption or modification of the Fire Code or applicable nationally recognized standards,

development services such as water supply and plan review, and other matters as required by applicable law and/or agreed upon by the Fire District and the City.

On or before March 1 of each year, the Fire District will provide a written report to the City Council that summarizes the Fire District's Emergency Services to the City's citizens and their property during the preceding year. The annual report will be prepared in such form and content as the Fire District Board and City Council shall mutually determine, and will include, without limitation: a) the number of emergency incidents to which Fire District personnel were dispatched; b) the average response time; c) fire prevention and public education activities; and d) training of Fire District personnel. The Fire District also will provide a copy of its most recent audited financial statements to the City Council within fifteen days of the Fire District Board's acceptance of the same.

The City Council and the Fire District Board shall hold an annual joint meeting for the purpose of discussing matters directly or indirectly relating to or affecting the Fire District's provision of Emergency Services to the City, its citizens, and their property, unless both parties mutually agree otherwise. The annual joint meeting shall be held on or before May 30 of each year, or as soon thereafter as is reasonably practicable.

b. Transition from City- to Fire District-Provided Services

In order to provide a seamless transition from City- to Fire District-provided services, the Fire District will not initially assume title to or employment or management of the City's existing apparatus, equipment, personnel, facilities, real property, or training simulators, equipment, and props dedicated to the provision of Emergency Services ("Existing Assets"). Rather, all Existing Assets will remain under the City's

control and administration, and the Fire District will enter into one or more lease agreements or other contractual arrangements with the City for their use/services. Once the Fire District is organized and the two-step funding process described in Section V is complete, the City will transfer the Existing Assets to the Fire District pursuant to the attached Intergovernmental Agreement, except for the fire administration office located at 1100 37th Street, Evans, Colorado ("Fire Administration Office"), and the 1.1 acre real property training site located at 1948 40th Street, Evans, Colorado ("Training Site"), both of which will be leased to the Fire District for 99 years. To effect the transfer of the Emergency Services real property (except the Fire Administration Office and Training Site), the City shall adopt an ordinance approving the transfer of the real property and determining that it would not be in the best interest of the City's citizens to conduct an election regarding the same.

Following the transfer of the Existing Assets, the Fire District will hold all right, title, and interest to such apparatus, equipment, facilities, real property (except the Fire Administration Office and Training Site), and training simulators, equipment, and props, and, as discussed above, will be the sole employer of all Emergency Services personnel. Nothing in this Section II(3) is intended to, and shall not, limit the Fire District's ability to hire/acquire and to employ/hold such additional apparatus, equipment, personnel, facilities, real property, or training simulators, equipment, and props as the Fire District Board deems necessary and appropriate for the provision of Emergency Services.

During the transition period, the initial and first successor Fire District Boards will be seated, and will have the opportunity to engage in training and to develop the Fire

District's operational, financial, and personnel policies and procedures. Additionally, it is anticipated that during the transition period, the City will begin purchasing replacement apparatus and hiring nine additional firefighters and one administrative assistant, as discussed in Section V(3). The parties expect that the City will begin purchasing apparatus and hiring the administrative assistant as soon as reasonably practicable following the Fire District's organization, and that the City will commence hiring the nine additional firefighters upon receipt by the Fire District of sufficient tax revenue to fund their hiring and continued employment. The City shall invoice the Fire District for the actual costs and expenses it incurs in replacing the apparatus and in hiring and employing the administrative assistant and additional firefighters. Notwithstanding the above, the City will not begin purchasing apparatus or hiring the administrative assistant or additional firefighters if any of the funding necessary for such purchase and/or hiring is or will not be available, or if the City and the Fire District mutually agree that such purchase and/or hiring should not occur or should occur only at a later time.

The transition arrangement described above will allow the Fire District and its Board to become established and to lay the groundwork necessary for effective and efficient administration and operations, while also providing stability and continuity of Emergency Services to the citizens of the City and Fire District.

### **III. FIRE DISTRICT BOUNDARIES**

The Fire District's jurisdiction and boundaries shall be the same as the City of Evans corporate boundaries. The Fire District shall conform its boundaries to the City's corporate boundaries as they may be modified from time to time through annexation, de-annexation, or otherwise. No portion of the Fire District's boundaries shall lie outside

the City's corporate boundaries, except that, as authorized by the Special District Act, Title 32, Article 1, Parts 4 and 5, and subject to the limitations set forth in paragraph 1, below, the Fire District may include areas outside its jurisdictional boundaries upon the petition of the property owners or as otherwise permitted by statute. A map of the proposed Fire District boundaries is attached as Exhibit A.

### **1. Inclusions**

The Fire District may include real property located outside its jurisdiction under the circumstances, and in accordance with the procedures, set forth in C.R.S. § 32-1-401, *et seq.* The City shall require, as an express condition in any annexation agreement, that within 90 days of annexation the landowner petition the Fire District Board to include the annexed property into the Fire District's jurisdiction. The Fire District shall be required to obtain City approval as an express condition of including any property into the Fire District that is not also annexed to the City. This condition shall be contained in any Resolution for Inclusion of Real Property adopted by the Fire District Board.

### **2. Exclusions**

The Fire District may exclude from its jurisdiction real property located within its jurisdiction under the circumstances, and in accordance with the procedures, set forth in C.R.S. § 32-1-501, *et seq.*; provided, however, the Fire District shall not exclude real property that is within the City's corporate boundaries without the prior approval of the City Council, unless otherwise required by law.

### **3. Eminent Domain**

The Fire District shall have the powers of eminent domain and dominant eminent

domain granted pursuant to C.R.S. § 32-1-1002(1)(b), and, in the manner provided by Colorado Revised Statutes, Title 38, Article 1, the power to take any property necessary to the Fire District's exercise of the general and specific powers and authority granted under the Act (including all inherent/implied powers and authority), both within and without the Fire District.

#### **IV. POPULATION PROJECTIONS & ASSESSED VALUATION**

The population within the proposed Fire District boundaries is approximately 19,000 based upon City estimates. The records of the Weld County Assessor show that the assessed valuation for all taxable property within the proposed Fire District boundaries in 2010 was \$112,880,260.

#### **V. FINANCIAL PLAN AND ESTIMATED EXPENSES AND REVENUE**

##### **1. Financial Plan**

The Evans Fire Protection District Financial Plan ("Financial Plan") is attached as Exhibit B. The Financial Plan includes the Fire District's estimated yearly revenues and expenses for the first five years following its organization.

All amounts in this Section V and in the Financial Plan related to the City's budget and/or budgeted amounts are based upon the City's 2012 budget, current as of the time of submission of this Service Plan to the City Council. Such amounts may be adjusted as appropriate according to any changes that are subsequently made to the City's 2012 budget.

##### **2. Estimated Amount of Major Revenue Related to the Fire District's Organization and Initial Operation**

As demonstrated by the Financial Plan, in order to meet its projected administrative and operational needs, the Fire District organizers anticipate that the Fire

District will require a budget of \$2,022,171 in its first year. The Fire District's revenue will be derived through the two-step funding process detailed below.

a. Funding Process: Step One

At its organizational election, the Fire District will seek voter authorization to assess an initial property tax of 5.5 mills. Assuming a 4 percent decrease from the 2010 assessed valuation, the total assessed valuation of property within the Fire District boundaries in 2011 is anticipated to be approximately \$108,365,050. A property tax rate of 5.5 mills will result in \$596,008 in annual revenue during the first year of tax collections ( $\$108,365,050 \text{ assessed valuation} \times 5.5 \text{ mills } (.0055) = \$596,008$ ). The revenue collected from the 5.5 mill tax rate will provide funding for enhanced Emergency Services and capital improvements, as more fully addressed below, including major apparatus replacement, sufficient staffing to maintain 90 percent two-company availability, increase in supplies and services, increase in the asset management plan, and provision of administrative services.

In addition to the Fire District's receipt of tax revenues, the City, pursuant to the attached Intergovernmental Agreement and subject to the provisions of subsection (c)(iv), below, will contribute each year to the Fire District an amount equal to Fire District's approved annual budget, less the amount of revenue the Fire District anticipates collecting from its property tax ("Annual Contribution"). The City's Annual Contribution will represent the approximate amount of funding that the City has been providing annually to its Fire Rescue Department, and will provide for the Fire District's base capital and service costs, without improvements. In 2012, the amount of the City's Annual Contribution is anticipated to be \$1,426,163 (2012 budget of \$2,022,171–

\$596,008 tax revenue from 5.5 mill levy = \$1,426,163). As discussed below, the City will also make a one-time contribution to the Fire District of approximately \$16,300 in the Fire District's initial year of operation, and the Fire District expects to enter into a contract with the City for general administrative services at an estimated cost of \$102,107 in 2012. Thus, in total, the net estimated contribution from the City in 2012 is \$1,340,356 ( $\$1,426,163 + 16,300 - \$102,107 = \$1,340,356$ ).

Notwithstanding the above, if the Fire District's approved annual budget and anticipated property tax revenue in a given year would cause a percentage increase in the City's Annual Contribution amount greater than that of the Consumer Price Index over the previous year's Annual Contribution amount, the Fire District Board shall obtain approval of such budget from the City Council. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, all Urban Consumers, all items, Denver/Boulder/Greeley Urban (1982-84, equals 100), or the successor of that Index.

b. Funding Process: Step Two

As soon as practicable after the Fire District is organized, the Fire District and City will accomplish a "property tax transfer" from the City to the Fire District, whereby the City will decrease its property tax by 10 mills and the Fire District will increase its property tax by 10 mills. The "property tax transfer" will result in a zero net tax increase to the citizens and property owners of the City and Fire District. The first step in accomplishing the property tax transfer will be for the City Council to adopt an ordinance that reduces its property tax by 10 mills to be effective immediately upon the approval of the Fire District's voters to increase the Fire District's property tax by 10 mills. At the

next election period following the City's adoption of the property tax reduction ordinance, as permitted by state law, the Fire District shall seek voter approval for a property tax increase of 10 mills. It is anticipated that the Fire District property tax increase election will be held in May 2012. Should the voters fail to approve the property tax increase at the first election at which it is requested, the Fire District shall thereafter seek an increase of its property tax at each subsequent election period permitted by state law until such time as the voters approve a 10 mill increase of its property tax.

Notwithstanding the foregoing, the Fire District will not seek an increase in its property tax at any election at which the Fire District and the City mutually agree that such request should not be sought. Upon voter approval to increase the Fire District's property tax by 10 mills, the City and the Fire District shall coordinate with the County Assessor and County Treasurer to ensure that the City's property tax is reduced by 10 mills at the same time that the Fire District's 10 mill property tax increase is assessed, so that there is no overlap or lapse in taxation.

Following the completion of the property tax transfer, the Fire District's total property tax will be 15.5 mills. The City, pursuant to the attached Intergovernmental Agreement and subject to the provisions of subsection (c)(iv), below, shall continue to make the Annual Contribution to the Fire District each year of an amount equal to the Fire District's approved annual budget, less the amount of revenue the Fire District anticipates collecting from its property tax. Because the Fire District's anticipated property tax revenue will be increased by an amount equal to 10 mills, the City's Annual Contribution will be correspondingly reduced by such amount.

As provided under Step One of the two-step funding process, if the Fire District's approved annual budget and anticipated property tax revenue in a given year would cause a percentage increase in the City's Annual Contribution amount greater than that of the applicable Consumer Price Index over the previous year's Annual Contribution amount, the Fire District Board shall obtain approval of such budget from the City Council.

c. Additional Sources of Revenue

i. *TABOR Reserve Payment*

Pursuant to Article X, Section 20 of the Colorado Constitution, the Fire District will be required to maintain an emergency reserve fund of not less than 3 percent of its fiscal year spending. Within 90 days of the Organization Date, the City shall make a one-time contribution to the Fire District of an amount sufficient to allow the Fire District to fully fund its emergency reserve obligation in its initial year of operation ("TABOR Reserve Payment"). The parties shall mutually agree on the amount of the TABOR Reserve Payment to be contributed to the Fire District. Under the Financial Plan, the TABOR Reserve Payment is currently estimated to be \$16,300.

ii. *ECF Revenue Payment*

The City is required pursuant to its Home Rule Charter to maintain an Emergency Contingency Fund that is equal in amount to 25 percent of the actual General Fund expenditures of the preceding year. Once the Fire District is organized and begins funding all or a portion of the Emergency Services through the Fire District's property tax and other revenue sources, the City's actual General Fund expenditures for Emergency Services will be reduced, resulting in a corresponding reduction in the

amount of funds required to be held in the Emergency Contingency Fund for Emergency Services.

On or before April 15 of the calendar year immediately following the year in which Step Two of the two-step funding process is complete, the City shall remit to the Fire District a portion of the funds no longer required to be held in the Emergency Contingency Fund ("ECF Revenue") as a result of a reduction in the amount of funds the City is paying for Emergency Services in a given fiscal year. The parties shall mutually agree on the amount of ECF Revenue to be transferred to the Fire District; provided, however, that such amount shall not exceed the difference between (i) the amount of funds the City was required to maintain in its Emergency Contingency Fund for the cost of Emergency Services immediately before Step Two of the two-step funding process is complete, and (ii) the reduced amount of funds the City is required to maintain in its Emergency Contingency Fund for the cost of Emergency Services immediately after Step Two of the two-step funding process is complete. The Fire District will use the transferred ECF Revenue to begin capitalizing a reserve fund, which may be used to cover unexpected expenses or fluctuations in revenue, particularly during the transition period.

*iii. Other Funding*

The Fire District may receive funding from specific ownership tax revenues, as well as from interest earnings, grants, gifts, and other income. Some portion of the Fire District's operating expenses will be paid from such fees, charges, and assessments within and outside its jurisdiction as the Fire District may be authorized to assess under federal, state, and local law, and the applicable Fire Code.

This Section V(2) is not intended to, and shall not, limit the Fire District's ability to seek additional property tax increases and/or funding through other financing mechanisms as determined by the Fire District Board to be in the best interest of the Fire District and as permitted by Article 10, Section 20 of the Colorado Constitution. Additionally, the Fire District would remain flexible in changing economic conditions and in the future may look to other financing mechanisms that the Fire District Board determines to be in the best interest of the Fire District and its citizens and property owners. Regardless of its form, the Fire District would obtain prior voter approval before assessing any new tax or assuming any multi-fiscal year direct or indirect debt, or any other financial obligation whatsoever, for which the Fire District does not have adequate present cash reserves pledged irrevocably and held for payments in all future fiscal years, as required by the Colorado Taxpayer Bill of Rights, Article 10, Section 20 of the Colorado Constitution.

*iv. Termination of the City's Annual Contribution*

If at any time an objective analysis of the Fire District's budget and most recent audited financial statements demonstrates that the Fire District's revenue from all sources (other than the City's Annual Contribution) is sufficient to support and sustain the Fire District's level of Emergency Services into the future, and that the City's Annual Contribution will no longer be needed in the best interests of the Fire District, the City, and the community, the City may take action to permanently terminate its Annual Contribution to the Fire District in accordance with the terms of the attached Intergovernmental Agreement.

### **3. Estimated Amount of Major Expenses Related to the Fire District's Organization and Initial Operation**

At this time, the Fire District organizers anticipate the following major expenses related to the Fire District's organization and initial operation. The amounts below show the annual increases over the amounts currently budgeted by the City for the Fire Rescue Department for such expenses in 2012, which the Fire District expects will be required to achieve its enhanced Emergency Services, increased staffing, and operational objectives. An amount of funding approximate to the City's currently budgeted amount will continue to be provided to the Fire District through transfer from the City (during Step One of the two-step funding process), or through property tax revenue (during Step Two of the two-step funding process), and will continue to support the level of staffing, Emergency Services, and operations presently provided by the Fire Rescue Department.

The amounts shown below are derived primarily from the experience of the City, the Fire Rescue Department, and/or an evaluation of the budgets and expenditures of other fire districts providing similar fire and emergency services to similar communities, including Fort Lupton Fire Protection District, Berthoud Fire Protection District, Boulder Rural Fire Protection District, and Windsor-Severance Fire Protection District.

#### **a. Paid and Volunteer Personnel**

Currently, the Fire Rescue Department is served by 12 paid firefighters, 36 volunteer firefighters, and three support personnel, which is sufficient to staff two engine companies 50 percent of the time. The Fire District anticipates that a \$168,500 annual increase will be required to hire nine additional part-time paid firefighters. The addition of nine part-time firefighters would increase the Fire District's staffing by 1.5 firefighters

on every shift, and would permit two-company staffing 90 percent of the time. The additional staffing will address current deficiencies in deploying an effective firefighting force for structure fires and in covering concurrent calls for Emergency Services.

b. Administrative Services

The Fire District anticipates that it will require \$186,107 annually to support administrative services, including human resources, benefits administration, risk management, payroll and finance services, general liability insurance, workers' compensation insurance, unemployment insurance, Information Technology (IT) support, legal expenses, Fire District Board expenses, audit expenses, and employment of administrative personnel.

Some of the above administrative services likely will be more efficiently provided through the City, due to the scale of operations and the Fire District's historic relationship with the City. The Fire District expects to enter into a contract with the City for the continued provision of these services, at an estimated cost of \$102,107 in 2012. The services anticipated to be provided by the City initially include, without limitation: (1) human resources, benefits administration, and risk management; (2) payroll and finance services; (3) general liability insurance; (4) workers' compensation/unemployment insurance; and (5) IT support. As discussed above, the contract for administrative services also will help offset some of the funding transferred from the City to the Fire District pursuant to the attached Intergovernmental Agreement. The Fire District and the City may in the future terminate or amend the terms of the administrative services contract, including the services provided and cost of such services, pursuant to the terms of such contract.

The remaining administrative services, which are unique to the operation of a special district, will be procured directly by the Fire District. These services are estimated to cost \$84,000 annually, and include: (1) legal expenses; (2) Fire District Board training, expenses, and stipends; (3) annual audit; (4) insurance solely related to the Fire District and/or Fire District Board; and (5) the half-time administrative assistant to support the Fire District Board, accounts payable, and other unique administrative tasks.

c. Apparatus Replacement

At present, the City does not provide any funding to the Fire Rescue Department for apparatus replacement. Due to the age and condition of some of the existing fire apparatus, such funding is imperative. Accordingly, the Fire District anticipates that an annual increase of \$118,000 will be required for apparatus replacement. Such funding will allow for the replacement of two pumpers and a combination pumper/75' medium-duty aerial ladder quint over a 15-year replacement schedule.

d. Supplies and Services

The amount budgeted to the Fire Rescue Department for supplies and services has decreased over 30 percent since 2006. The Fire District anticipates that a \$61,150 annual increase to supplies and services will be required to restore the budget to a level that will support the Fire District's daily operations and enhanced Emergency Services objectives. The supplies and services budget includes amounts for personal protective equipment maintenance, training, professional and contracted services, the replacement of small tools and equipment, and related costs.

e. Asset Management Plan

The amount budgeted to the Fire Rescue Department for asset management currently includes replacement of only 10 sets of personal protective equipment. The Fire District anticipates that a \$62,251 annual increase is required to begin an asset management plan for self-contained breathing apparatus, communications equipment, and other large equipment not covered in the supplies and services budget. The Fire District intends to base its asset management plan on the model utilized by the City.

f. Elections

Pursuant to state statute, the Fire District will be required to conduct regular special district elections in May of even-numbered years. The Fire District anticipates that it will cost approximately \$18,000 biennially to conduct the regular special district elections, with that cost rising over time. Additionally, the estimated cost of the Fire District's organizational election is \$20,000 and will be borne by the City. The Fire District's organizational election is anticipated to be conducted by the Weld County Clerk and Recorder as a coordinated mail ballot election.

**VI. DESCRIPTION OF FACILITIES TO BE CONSTRUCTED**

**1. Real Property**

The Fire District will not acquire real property incident to its organization. Pursuant to C.R.S. §§ 32-1-1001 & -1002, the Fire District Board will have the power and authority to acquire real property as it deems necessary and appropriate for the provision of Emergency Services. As discussed in Section II(3), following the Fire District's organization and the completion of the two-step funding process described in Section V(2), the City will transfer to the Fire District all of the City's existing real

property dedicated to the provision of Emergency Services, except for the Fire Administration Office and Training Site, both of which will be leased to the Fire District for 99 years.

## **2. Facilities**

### **a. Facilities to be Constructed**

The Fire District will not construct facilities or other improvements incident to its organization. Pursuant to C.R.S. §§ 32-1-1001 & -1002, the Fire District Board will have the power and authority to construct such facilities and improvements as it deems necessary and appropriate for the provision of Emergency Services. All future Emergency Services facilities will be built and maintained in accordance with applicable federal, state, and local laws, including applicable building, mechanical, and fire codes, and related nationally recognized standards, adopted by Weld County and the City of Evans. As discussed in Section II(3), following the Fire District's organization and the completion of the two-step funding process described in Section V(2), the City will transfer to the Fire District all of the City's existing facilities dedicated to the provision of Emergency Services, except for the Fire Administration Office and Training Site, both of which will be leased to the Fire District for 99 years.

### **b. Engineering and Architectural Surveys**

Because the Fire District will not be constructing facilities or other improvements incident to its organization, engineering and architectural surveys are not required to be included as part of this Service Plan.

## **VII. ARRANGEMENTS WITH OTHER POLITICAL SUBDIVISIONS**

Within 30 calendar days of the Fire District's organization, the Fire District will enter into the Intergovernmental Agreement with the City attached as Exhibit C. The parties will execute two original copies of the attached Intergovernmental Agreement, which implements the provisions of this Service Plan and provides for the smooth transfer of Emergency Services from the City to the Fire District upon its organization. If either the Fire District or the City fails to execute the attached Intergovernmental Agreement within the required time, the other party may immediately seek a court order compelling execution of the same.

The Fire District will assume the City's obligations, and have the City's rights, under the following mutual and/or automatic aid agreements. Copies of the mutual and/or automatic aid agreements are attached as Exhibit D.

- Weld County Mutual Aid Agreement;
- Intergovernmental Agreement providing for Automatic and Mutual Aid Fire/Rescue Services between the City of Evans and the Milliken Fire Protection District; and
- Intergovernmental Agreement providing for Automatic and Mutual Aid Fire/Rescue Services between the City of Evans and the LaSalle Fire Protection District.

## **VIII. SECTION 203 CRITERIA**

For the reasons set forth in this Section VIII and the other sections of this Service Plan, the Fire District satisfies each of the criteria set forth in C.R.S. § 32-1-203(2).

**1. There is Sufficient Existing and Projected Need for Emergency Services in the Area to be Served by the Fire District.**

The Evans area has grown enormously in recent years, resulting in greatly increased demand for the provision of Emergency Services. Although the individuals who currently serve the City's Fire Rescue Department are highly motivated and dedicated to assisting the City and its citizens, the City's current financial situation and long-range revenue projections cannot sustain the adequate provision of Emergency Services through the Fire Rescue Department.

As discussed in Section V(3), the City's annual budget currently does not include any funding for replacement of apparatus and vehicles, and has dramatically reduced funding for supplies and services, and asset management. Such reduction not only diminishes the scope and quality of Emergency Services that can be provided to the citizens and their property, but also imperils the health and safety of the City Emergency Services personnel. Additionally, the present number of firefighters serving the Fire Rescue Department is sufficient to staff two engine companies only 50 percent of the time. This presents significant difficulties in deploying an effective firefighting force for structure fires and in covering concurrent calls for Emergency Services.

It is unlikely that projected City revenue will be adequate to address critical Emergency Services needs in the future. The City's long-range revenue projections predict only very small revenue growth into the foreseeable future. Absent major new growth in commercial and industrial building and rapid residential development, it is unlikely that increases in sales and property tax revenue under current tax rates will fund improvements in any City service area, the replacement of any major capital equipment, such as fire apparatus, or any increases in personnel costs.

## **2. The Fire District is Better Suited to Meet the Present and Projected Emergency Services Needs.**

Due to the challenges described above, the City Council has determined that the health, safety, and welfare of its citizens and their property will be best served by organizing the Fire District. Because the Fire District's revenue will be generated almost entirely from property taxes, the Fire District will have a relatively stable and predictable revenue stream upon which it can base strategic planning to meet the community's projected Emergency Services needs. The Fire District will be able to allocate funding toward such essentials as replacing aging fire apparatus, increasing the number of firefighters to cover structure fires and concurrent calls, maintaining self-contained breathing apparatus, communications equipment, and other large equipment, and acquiring necessary personal protective equipment, small tools and other equipment, and training. In short, the Fire District will be able to enhance the overall provision of Emergency Services to the City and to meet the City's growing demand for the same.

Furthermore, because the Fire District Board will devote all of its time, efforts, and revenue toward the provision of Emergency Services, the Fire District Board can critically analyze all revenues and expenditures to ensure taxpayer dollars are being allocated in a manner that promotes the highest quality Emergency Services for the dollars expended. The Fire District Board will be able to gain a detailed understanding of the Emergency Services industry, the needs and best interests of the community, emerging trends and technologies, and new options for enhancing the health, safety, and welfare of the citizens of the City of Evans.

**3. The Fire District is Capable of Providing Economical and Sufficient Emergency Services to the Area to be Served by the Fire District.**

The Financial Plan discussed in Section V, above, shows that the Fire District is capable of providing economical and sufficient Emergency Services to the area to be served by the Fire District.

**4. The Area to be Included in the Fire District Has, or Will Have, the Financial Ability to Discharge the Proposed Indebtedness on a Reasonable Basis**

The Fire District is not issuing debt incident to its organization.

**IX. CONCLUSION**

With a population of approximately 19,000 people in Evans and a growing demand for improved Emergency Services, the City Council has determined that the organization of a fire protection district is the best and most advantageous method of providing sustainable, high-quality, and cost-effective Emergency Services to the City's citizens and their property. The Fire District will strive to maintain a close identification and working relationship with the City and to effectuate the smooth transfer of Emergency Services from the City's Fire Rescue Department to the Fire District. The organization of the Fire District will promote stability, predictability, and transparency in its revenue and expenditures, and will allow the Fire District to acquire, maintain, and employ critical life saving and emergency apparatus, equipment, and personnel.

**X. LIST OF CONTACTS**

This Service Plan was developed and prepared by the members of the Evans Fire District Taskforce

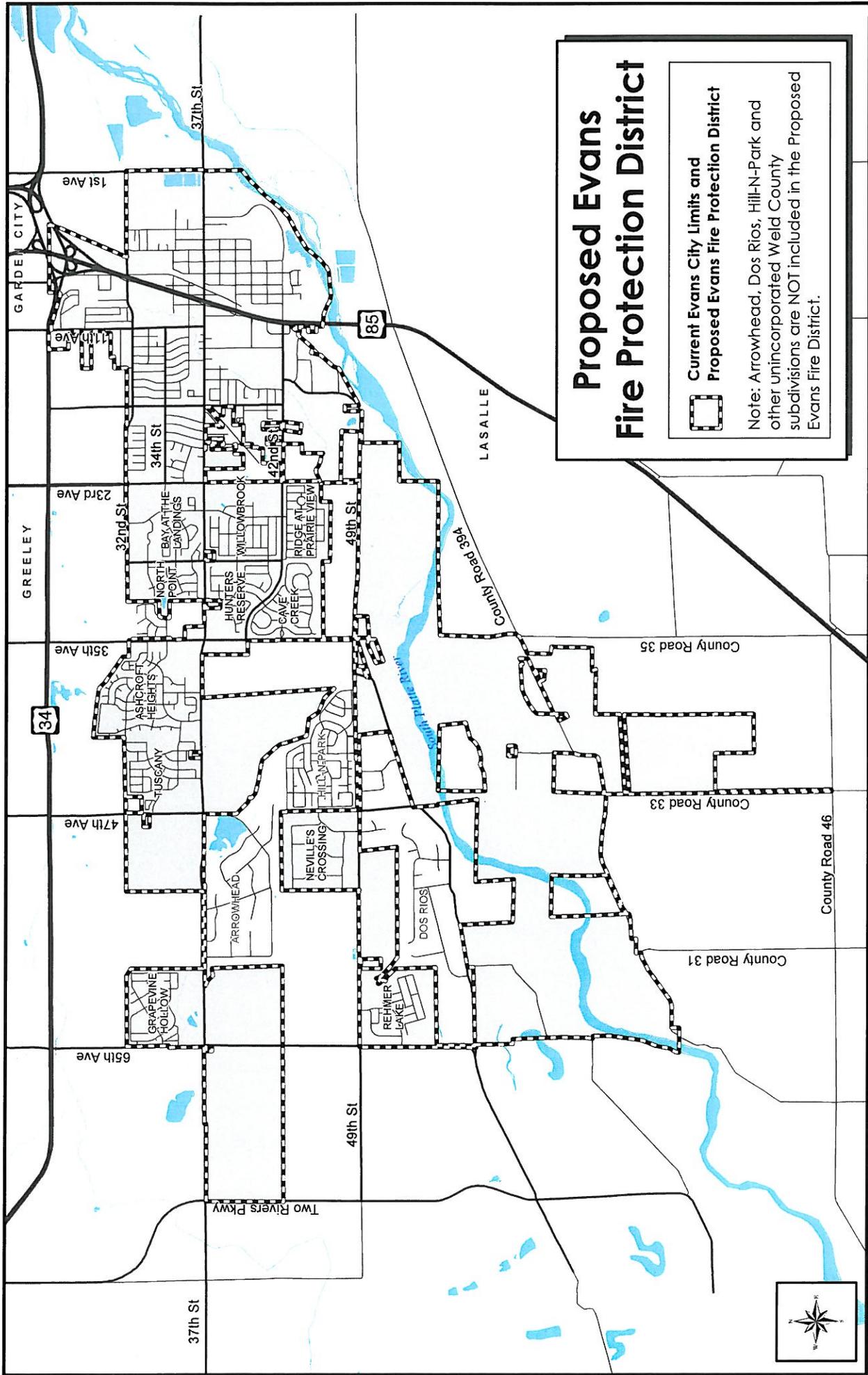
Terry Uhrig, Chair, Evans Fire District Taskforce  
Warren Jones, Fire Chief, Evans Fire Rescue  
Lyle Achziger, Mayor, City of Evans  
John Allmann  
Brandon Belfiore

Rick Brandt  
Anthea (Thea) Carrasco  
Lester Edgett  
Jessica Gonifas  
Zach Poulsen  
Marty Schanwolf  
Bret Schissler  
John Travis  
Matt Wells

and Dino A. Ross and Emily J. Powell, Ireland Stapleton Pryor & Pascoe, PC,  
1675 Broadway, Suite 2600, Denver, Colorado, 80202, Tel.: (303) 623-2700,  
Fax: (303) 623-2062.

Exhibit A

Map of Proposed Fire District Boundaries



# Proposed Evans Fire Protection District

- 
 Current Evans City Limits and Proposed Evans Fire Protection District

Note: Arrowhead, Dos Rios, Hill-N-Park and other unincorporated Weld County subdivisions are NOT included in the Proposed Evans Fire District.



Exhibit B  
Financial Plan

## Evans Fire District Long Range Plan

	2012 Budget	2013 Budget	2014 Budget	2015 Budget	2016 Budget
Beginning Fund Balance	-	66,060	496,664	631,887	787,304
<b>Revenues:</b>					
General Property Tax	596,008	1,696,460	1,713,417	1,730,560	1,747,858
Specific Ownership Tax	44,693	125,953	125,953	125,953	125,953
City of Evans IGA	1,426,163	437,334	446,518	455,895	465,469
Interest Earned	2,067	1,651	12,417	15,797	19,683
LaSalle IGA	3,000	3,000	3,000	3,000	3,000
Permit Fees	-	-	-	-	-
Contributions and Donations	-	-	-	-	-
One time payments from Evans <sup>1</sup>	16,300	300,000	-	-	-
Grants	-	-	-	-	-
Loan from Evans	-	-	-	-	-
<b>Total revenues</b>	<b>2,088,230</b>	<b>2,564,398</b>	<b>2,301,304</b>	<b>2,331,205</b>	<b>2,361,962</b>
<b>Total Annual Increase</b>		<b>23%</b>	<b>-10%</b>	<b>1%</b>	<b>1%</b>
<b>Expenditures:</b>					
District Insurance	15,000	15,225	15,453	15,685	15,920
Audit	5,000	5,075	5,151	5,228	5,307
Weld tax collection fee (3%)	17,880	50,893	51,402	51,916	52,435
Banking	1,000	1,000	1,000	1,000	1,000
Legal	25,000	15,000	15,000	15,000	15,000
Directors stipends	8,000	8,000	8,000	8,000	8,000
Directors training/conference	2,000	2,000	2,000	2,000	2,000
District election (biannual)	18,000	-	18,000	-	18,000
Contingency	10,000	10,000	10,000	10,000	10,000
<b>Total District Admin</b>	<b>101,880</b>	<b>107,193</b>	<b>126,007</b>	<b>108,830</b>	<b>127,662</b>
		<b>5%</b>	<b>18%</b>	<b>-14%</b>	<b>17%</b>
<b>Personnel</b>					
Regular salary <sup>2</sup>	801,574	813,598	825,802	838,189	850,761
Over-time	53,530	54,333	55,148	55,975	56,815
Part-time salary <sup>3</sup>	98,770	168,500	171,028	173,593	176,197
Volunteer stipend	34,500	35,018	35,543	36,076	36,617
Pension Career	61,942	62,871	63,814	64,771	65,743
Pension Volunteer	88,000	88,000	88,000	88,000	88,000
Health insurance	176,985	179,640	182,334	185,069	187,845
Dental insurance	7,938	8,057	8,178	8,301	8,425
Vision insurance	1,500	1,523	1,545	1,569	1,592
Life insurance	2,600	2,639	2,679	2,719	2,760
Social Security	3,235	3,284	3,333	3,383	3,434
Differential/bilingual pay	9,230	9,368	9,509	9,652	9,796
Wellness incentive	6,750	6,851	6,954	7,058	7,164
Short-term disability	3,140	3,187	3,235	3,283	3,333
401K	41,636	42,261	42,894	43,538	44,191
Medicare	14,331	14,546	14,765	14,986	15,211
SUTA	2,737	2,778	2,820	2,862	2,905
Car/cell allowance	5,460	5,542	5,625	5,709	5,795
<b>Total Personnel</b>	<b>1,413,859</b>	<b>1,501,995</b>	<b>1,523,205</b>	<b>1,544,733</b>	<b>1,566,584</b>
		<b>6%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>

**Supplies**

Other operating	20,886	21,199	21,517	21,840	22,168
Clothing/uniforms	15,344	15,574	15,808	16,045	16,286
Food	3,000	3,045	3,091	3,137	3,184
Janitorial	1,500	1,523	1,545	1,569	1,592
Vehicle maintenance	2,500	2,538	2,576	2,614	2,653
Office supplies	3,500	3,553	3,606	3,660	3,715
Medical supplies	3,500	3,553	3,606	3,660	3,715
PPE maintenance	12,000	12,180	12,363	12,548	12,736
Training facility	5,000	5,075	5,151	5,228	5,307
<b>Total Supplies</b>	<b>67,230</b>	<b>68,238</b>	<b>69,262</b>	<b>70,301</b>	<b>71,355</b>
		2%	1%	1%	2%

**Services**

Print/publishing	500	508	515	523	531
Postage	250	254	258	261	265
Professional services	12,000	12,180	12,363	12,548	12,736
Advertising/public relations	3,500	3,553	3,606	3,660	3,715
Building maintenance	2,000	2,030	2,060	2,091	2,123
Vehicle maintenance	35,000	35,525	36,058	36,599	37,148
Utilities	25,000	25,375	25,756	26,142	26,534
Memberships	1,500	1,523	1,545	1,569	1,592
Training	28,000	28,420	28,846	29,279	29,718
Health and fitness	15,000	15,225	15,453	15,685	15,920
Emergency management	1,000	1,015	1,030	1,046	1,061
City admin services	102,107	104,251	106,440	108,675	110,957
Training facility	5,000	5,075	5,151	5,228	5,307
Misc. services	6,000	6,090	6,181	6,274	6,368
<b>Total Services</b>	<b>236,857</b>	<b>241,022</b>	<b>245,263</b>	<b>249,580</b>	<b>253,976</b>
		2%	2%	2%	2%

**Asset Management Plan**

PPE replacement	22,094	22,756	23,439	24,142	24,866
Light vehicle replacement	30,000	-	30,000	-	30,000
SCBA replacement	15,000	54,589	15,000	15,000	10,886
Comm equip replacement	15,251	5,000	5,000	5,000	5,000
Computer equip replacement	2,000	2,000	2,000	2,000	2,000
TIC replacement	-	-	-	-	11,593
Rescue tool replacement	-	-	8,906	-	-
Generator replacement	-	-	-	-	-
Compressor replacement	-	-	-	38,203	-
<b>Total Asset Management Plan</b>	<b>84,345</b>	<b>84,345</b>	<b>84,345</b>	<b>84,345</b>	<b>84,345</b>
		0%	0%	0%	0%

**Capital**

Contribution to capital fund	28,000	41,000	28,000	28,000	28,000
<b>Total Capital</b>	<b>28,000</b>	<b>41,000</b>	<b>28,000</b>	<b>28,000</b>	<b>28,000</b>
		46%	-32%	0%	0%

**Debt**

Apparatus replacement lease	90,000	90,000	90,000	90,000	90,000
<b>Total Debt</b>	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>
		0%	0%	0%	0%

**Total Expenditures**

<b>Total Annual Increase</b>	<b>2,022,171</b>	<b>2,133,794</b>	<b>2,166,081</b>	<b>2,175,789</b>	<b>2,221,922</b>
		6%	2%	0%	2%

**Excess Revenue Over (under)**

<b>Expenditures</b> <sup>4</sup>	66,060	130,604	135,223	155,416	140,040
----------------------------------	--------	---------	---------	---------	---------

**Ending Fund Balance**

	<b>66,060</b>	<b>496,664</b>	<b>631,887</b>	<b>787,304</b>	<b>927,343</b>
--	---------------	----------------	----------------	----------------	----------------

CT

<b>Tabor Reserve (3% of revenue) <sup>5</sup></b>	<b>62,647</b>				
<b>Operating Reserve - 3 Months</b>		<b>523,198</b>	<b>534,520</b>	<b>536,947</b>	<b>548,481</b>
<b>Available Funds</b>	<b>3,413</b>	<b>(26,534)</b>	<b>97,367</b>	<b>250,356</b>	<b>378,862</b>

**Other Fund Balances**

Capital Replacement	28,000	69,000	97,000	125,000	153,000
Training facility	5,000	10,000	15,000	20,000	25,000

<sup>1</sup> 2012 - Funding to reach tabor reserve requirements, 2013 - Transfer related to decrease in City's required emergency funding and not used in calculation of "Excess Revenue Over (under) Expenditures"

<sup>2</sup> 15.5 FTE, 15 uniformed, .5 admin

<sup>3</sup> Start 9 PT FFs July 1

<sup>4</sup> Includes Reserve Funding Requirements

<sup>5</sup> Tabor reserve is minimum reserve required until property tax transfer is complete at which time the operating reserve requirement will exceed the tabor reserve requirement

Exhibit C

Intergovernmental Agreement For The Transfer of Emergency Services

**INTERGOVERNMENTAL AGREEMENT  
FOR THE TRANSFER OF EMERGENCY SERVICES**

This Intergovernmental Agreement For The Transfer of Emergency Services ("**Agreement**") is entered into by and between the City of Evans ("**City**") and the Evans Fire Protection District ("**Fire District**"). The City and the Fire District are referred to collectively as the "**Parties**" or individually as a "**Party**".

**RECITALS**

**WHEREAS**, the City is a Colorado municipal corporation. Since its incorporation in 1869, the City has been charged with protecting the health, safety, and welfare of the citizens and property within its corporate boundaries. For nearly 100 years, the City, through its Fire Rescue Department, has provided fire and other emergency services to the citizens and property within its corporate boundaries; ambulance services are currently provided by Weld County Paramedic Services. Today, the Fire Rescue Department provides fire and other emergency services through a workforce of 15 highly motivated and professionally trained firefighters and support personnel, and approximately 36 volunteer firefighters; and

**WHEREAS**, the City Council and Senior Staff, with the assistance of outside consultants, have carefully evaluated the options for providing sustainable, high quality, and cost-effective Emergency Services (defined below) to the City's citizens and their property in future years. The City Council has determined that the health, safety, and welfare of its citizens and their property will be best served by organizing the Fire District pursuant to the Act (defined below) and by transferring responsibility for providing the Emergency Services to the Fire District upon its organization; and

**WHEREAS**, C.R.S. § 29-1-203 permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility; and

**WHEREAS**, the Parties desire to enter into this Agreement to ensure the smooth transfer of Emergency Services to the Fire District upon its organization.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and undertakings set forth in this Agreement, the Parties mutually agree as follows:

**ARTICLE I  
Definitions**

In addition to the terms defined elsewhere in this Agreement, the following definitions apply to this Agreement:

1. "**Act**" means the Colorado Special District Act, C.R.S. § 32-1-101, *et seq.*
2. "**Board**" means the Board of Directors of the Fire District, its governing body.
3. "**City Council**" means the City Council of the City, its governing body.

4. "**Consumer Price Index**" means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, all Urban Consumers, all items, Denver/Boulder/Greeley Urban (1982-84, equals 100), or the successor of that Index.

5. "**C.R.S.**" means the Colorado Revised Statutes, including all amendments thereto.

6. "**Effective Date**" means the date the last Party signs this Agreement.

7. "**Emergency Services**" means all authorized or mandated services, functions, and activities of a fire protection district as authorized in the Colorado Revised Statutes including, without limitation, fire suppression and related investigatory activities, fire prevention and public education services, emergency rescue and extrication services, hazardous materials services, and emergency medical services. The term "Emergency Services" does not include ambulance services, which are currently provided by Weld County Paramedic Services; however, nothing in this Agreement shall limit or prohibit the Fire District's authority under the Act to provide ambulance services directly to the citizens and their property at any time in the future in the sole discretion of the Fire District Board.

8. "**Fire Administration Office**" means the Evans Fire Rescue Administration Office located at 1100 37th Street, Evans, Colorado 80620.

9. "**Fire Apparatus**" means all of the emergency apparatus and vehicles owned or leased by the City or the City's Fire Rescue Department as of the Organization Date, or that are purchased or leased by the City during the Transition Period, and which the Fire Rescue Department or the Fire District uses in providing Emergency Services.

10. "**Fire Equipment**" means all of the personal property (other than Fire Apparatus) owned or leased by the City or the City's Fire Rescue Department as of the Organization Date, or that are purchased or leased by the City during the Transition Period, and which the Fire Rescue Department or the Fire District uses in providing Emergency Services.

11. "**Fire Stations**" means Fire Station #1 located at 3918 Denver Street, Evans, Colorado, and Fire Station #2 located at 2100 37th Street, Evans, Colorado.

12. "**Fire Code**" means, within the City's corporate boundaries, (a) the 2006 edition of the International Fire Code with the local amendments, as adopted by the City, and (b) any subsequent edition of the International Fire Code, or amendments to the current or any future edition of the Fire Code, adopted by the City after the Effective Date pursuant to this Agreement. The term also includes all Nationally Recognized Standards incorporated into (by appendices or otherwise) or referenced by the Fire Code.

13. "**Organization Date**" means the date upon which the Fire District is legally organized for all purposes under the Act.

14. "**Service Plan**" means the Service Plan approved by the City Council and the Weld County District Court incident to the legal organization of the Fire District.

15. "**Training Equipment**" means all of the Emergency Services training simulators, equipment, props, and other personal property located at the Evans Municipal Operations Center, 1948 40th Street, Evans, Colorado, owned or leased by the City or the City's Fire

Rescue Department as of the Organization Date, or that are purchased or leased by the City during the Transition Period, including the two-story fire simulator, propane tanks and related piping and equipment, confined space props, flammable liquid pit, and all other simulators, equipment, props, and other personal property, which the City's Fire Rescue Department or Fire District uses for Emergency Services simulation and training.

16. "**Training Site**" means the 1.1 acre real property site located at the Evans Municipal Operations Center, 1948 40th Street, Evans, Colorado, historically used by the City's Fire Rescue Department for Emergency Services simulation and training, and the permanent concrete foundation pads and improved driving surfaces located at such site.

17. "**Transition Period**" means the period between the Organization Date and the date when: a) Step Two of the Funding Process (Section V(2)(b), Service Plan) has been accomplished; and (b) the Fire District has received sufficient *ad valorem* revenues and other funds to be financially capable of providing the Emergency Services directly to the citizens and property within its jurisdiction and boundaries.

## **ARTICLE II Jurisdiction and Service Area**

1. **Conforming the Parties' Boundaries.** The Parties intend that the Fire District's boundaries and jurisdiction shall at all times include all property located within the City's corporate boundaries, as such boundaries may be adjusted from time to time through annexation, de-annexation, or otherwise. To this end, the Parties agree:

a. The City and the Fire District shall each use its best reasonable efforts to include within the boundaries and jurisdiction of the Fire District all land that, as of the Organization Date, is (i) within the City but is not within the Fire District's boundaries or (ii) not within the City or the Fire District's boundaries, but which is subsequently annexed by the City.

b. At all times after the Organization Date, the City shall require, as an express condition of annexing any real property to the City, that the owner of the real property agree to include the real property into the Fire District's jurisdiction and shall petition the Fire District for inclusion within 90 calendar days of the real property being annexed to the City. This requirement shall be contained in any annexation agreement approved by the City Council after the Organization Date. The Fire District shall reasonably assist the property owner in including the real property into the Fire District's jurisdiction.

c. The City and the Fire District shall each assist the other and cooperate fully in all respects to undertake and pursue to conclusion all actions and/or legal proceedings, including appellate proceedings, which are necessary or desirable in order to accomplish the inclusion of land pursuant to this Agreement. The Fire District and the City also may agree as to the allocation of payment of all legal and other expenses associated with such actions or legal proceedings related to the inclusion or exclusion of land pursuant to this Agreement.

d. The Fire District shall require City approval as an express condition of including any property into the Fire District that is not also annexed to the City. This condition shall be contained in any Resolution for inclusion of real property adopted by the Fire District Board. In granting or denying approval, the City may consider the level of financial contribution that the proposed inclusion is expected to make to the Fire District and whether the proposed inclusion will dilute the services provided by the Fire District to the City and its citizens and their property. The City shall have 90 calendar days from the date the City's approval for a proposed

inclusion is requested to affirmatively grant or deny such approval. The City's failure to affirmatively grant or deny approval within such time shall be deemed an approval of the proposed inclusion.

e. The City shall not seek to exclude any property from the Fire District. The Fire District shall not exclude real property that is within the City's corporate boundaries without the prior approval of the City Council, unless otherwise required by law.

2. **Service Area.** The Fire District's service area may extend beyond the City's corporate boundaries through automatic or mutual aid agreements with other emergency services providers.

### **ARTICLE III Transfer of Emergency Services**

1. **Transfer Date; Assumption of Obligations and Responsibilities.** On and after the Organization Date, the Fire District shall be solely responsible for providing Emergency Services to the citizens and property within its jurisdiction. The City's Fire Rescue Department shall cease providing Emergency Services on the Organization Date.

2. **Pre-Existing Contracts and Agreements.** As soon as practicable after the Organization Date, the Parties shall jointly evaluate all contracts and agreements that the City or the City's Fire Rescue Department has entered into with any other private or governmental entity or person that relates to the provision of Emergency Services, and shall mutually determine whether each contract or agreement should be continued or terminated. The Parties shall take such reasonable actions as are necessary and appropriate to substitute the Fire District for the City on contracts or agreements that will be continued, and to terminate the contracts and agreements, if any, the Parties mutually determine should be terminated.

3. **Emergency Services During the Transition Period.**

a. During the Transition Period, all of the City's Emergency Services personnel will remain employees or volunteers of the City and the City will continue to own the Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site. During the Transition Period, the City agrees to lease its Emergency Services personnel and its Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site to the Fire District. The City shall invoice the Fire District monthly for the costs actually incurred by the City during the preceding month incident to the City's continued employment of the Emergency Services personnel and ownership of the Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site, but such invoices shall not include those costs related to insurance, maintenance, and repair identified in subparagraph (c) below. The Fire District shall remit payment to the City within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer. The Parties shall execute such additional agreements, contracts, and other documents as they may mutually deem necessary or appropriate from time to time to memorialize and/or accomplish the City's leasing of its Emergency Services personnel and its Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site to the Fire District during the Transition Period.

b. During the Transition Period, the Fire District shall maintain its financial accounts with the same financial institution as the City in order to facilitate the smooth transfer of funds between the two entities.

c. During the Transition Period, the City shall continue such comprehensive casualty and liability insurance for the Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site as is maintained by the City immediately before the Organization Date. During the Transition Period, the City shall continue to be responsible for such maintenance and repair of the Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site as are necessary to maintain the Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and Training Site in good working order and free from material damage and/or breakdown, without regard to the cause or reason that such maintenance or repair is necessitated. Maintenance or repair includes the replacement of the Fire Apparatus, Fire Equipment, Fire Stations, Fire Administration Office, Training Equipment, and/or Training Site where replacement is the most practical or economical alternative.

d. Notwithstanding anything in this Agreement to the contrary, the Parties shall take all actions necessary and appropriate to ensure, to the extent reasonably practicable, that the level of Emergency Services provided during the Transition Period will be equal to or greater than the level of Emergency Services being provided by the City's Fire Rescue Department immediately before the Organization Date.

#### **4. Emergency Services After the Transition Period.**

a. Once Step Two of the Funding Process (Section V(2)(b), Service Plan) has been accomplished and the Fire District has received sufficient *ad valorem* revenues and other funds to be financially capable of providing the Emergency Services directly to the citizens and property within its jurisdiction, the City's Emergency Services personnel shall become employees or volunteers of the Fire District as provided by Articles VI and VII below, ownership of the City's Fire Apparatus, Fire Equipment, Fire Stations, and Training Equipment shall be transferred to the Fire District, and the Fire Administration Office and Training Site shall be leased to the Fire District. Once the Emergency Services personnel, Fire Apparatus, Fire Equipment, Fire Stations, and Training Equipment have been transferred to the Fire District, and the Fire Administration Office and Training Site have been leased to the Fire District, the Fire District shall solely provide the Emergency Services directly to the citizens and property within its jurisdiction, and the City shall cease all participation in the same.

b. Notwithstanding anything in this Agreement to the contrary, the Parties shall take all actions necessary and appropriate to ensure, to the extent reasonable practicable, that the level of Emergency Services provided during the transfer of the City's Emergency Services personnel, Fire Apparatus, Fire Equipment, Fire Stations, and Training Equipment, and the lease of the Fire Administration Office and Training Site, to the Fire District will be equal to or greater than the level of Emergency Services provided during the Transition Period.

c. Once the Fire Apparatus, Fire Equipment, Fire Stations, and Training Equipment have been transferred to the Fire District, the Fire District shall provide comprehensive casualty and liability insurance for the Fire Apparatus, Fire Equipment, Fire Stations, and Training Equipment, and shall be responsible for the maintenance and repair of the same. The Fire District Board, in its sole discretion, may elect to purchase all or a portion of the comprehensive casualty and liability insurance, and/or maintenance and repair services, from or through the City pursuant to Article V below. The City shall continue to provide

comprehensive casualty and liability insurance for, and shall continue to be responsible for the maintenance and repair of, the Fire Administration Office and Training Site as provided by Article III(3)(c) above.

5. **No Assumption of Liability for the Intentional or Negligent Acts or Omissions of the City.** The Parties expressly agree that the City shall remain solely responsible for the intentional or negligent acts or omissions of the City, and its council members, officers, employees, volunteers, and agents, that occur prior to date on which all of the City's Emergency Services personnel, Fire Apparatus, Fire Equipment, Fire Stations, and Training Equipment are transferred to the Fire District, and the Fire Administration Office and Training Site are leased to the Fire District, and that, notwithstanding anything to the contrary in this Agreement, the Fire District is not assuming responsibility or liability for such intentional or negligent acts or omissions.

6. **No Assumption of Liability for the Intentional or Negligent Acts or Omissions of the Fire District.** The Parties expressly agree that the Fire District shall remain solely responsible for the intentional or negligent acts or omissions of the Fire District, and its directors, officers, employees, volunteers, and agents, that occur on or after the Organization Date, and that, notwithstanding anything to the contrary in this Agreement, the City is not assuming responsibility or liability for such intentional or negligent acts or omissions.

#### **ARTICLE IV The City's Financial Obligations**

##### **1. Annual Contribution.**

a. Each year the City shall contribute to the Fire District an amount equal to the Fire District's approved annual budget, less the amount of revenue the Fire District anticipates collecting from its property tax during the calendar year to which the budget applies ("**Annual Contribution**"); provided, however, that if the Fire District's proposed annual budget and anticipated property tax revenue in a given year would cause a percentage increase in the City's Annual Contribution that is greater than that of the Consumer Price Index over the City's Annual Contribution in the immediately preceding year, the Fire District Board shall obtain the City Council's approval of the Annual Contribution prior to adopting the budget; if the City Council does not grant such approval, the budget adopted by the Fire District Board shall not require the City's Annual Contribution to increase by a percentage exceeding that of the Consumer Price Index.

b. As provided by Article V(2)(a) of the Service Plan, the City's estimated Annual Contribution amount for the year 2012 is \$1,426,163, which represents the approximate amount of funding that the City has budgeted for its Fire Rescue Department in year 2012. All amounts in this Agreement, Section V of the Service Plan, and the Financial Plan (Exhibit B, Service Plan) related to the City's budget and or budgeted amounts are based upon the City's 2012 budget, current as of the time of submission of the Service Plan to the City Council. The Parties agree that such amounts may be adjusted as appropriate according to any changes that are subsequently made by the City to its 2012 budget.

c. The City shall pay the Annual Contribution to the Fire District in four equal payments, such payments to be made on or before the first day of January, April, July, and October of each year. Unless the Parties mutually agree to a different process, the Annual Contribution payments shall be made by wire transfer. If the City fails or refuses to pay the Annual Contribution to the Fire District in accordance with the terms of this subparagraph (c),

the Fire District may take legal or equitable action to obtain the Annual Contribution payments from the City.

d. If at any time an objective analysis of the Fire District's budget and most recent audited financial statements demonstrates that the Fire District's revenue from all sources (other than the City's Annual Contribution) is sufficient to support and sustain the Fire District's level of Emergency Services into the future, and that the City's Annual Contribution is no longer needed in the best interests of the Fire District, the City, and the community, the City Council may take action to permanently terminate the City's Annual Contribution to the Fire District. The objective analysis must include, without limitation, consideration of the following:

- i. The Fire District's current and projected ability to meet the minimum nationally recognized standards for staffing, response times, apparatus/equipment deployment, etc. established by the National Fire Protection Association;
- ii. The Fire District's current ISO rating and any anticipated change thereto;
- iii. The Fire District's current and projected capital improvement and replacement needs;
- iv. The Fire District's current and projected staffing and training needs;
- v. The Fire District's current indebtedness, if any, and the repayment schedule of such indebtedness; and
- vi. The current and projected need for Emergency Services within the Fire District's jurisdiction and service area, including those portions, if any, of the Fire District's jurisdiction and service area that extend beyond the City's corporate boundaries through inclusion or automatic or mutual aid agreements.

The City Council shall notify the Fire District at least 60 days before taking action to permanently terminate the City's Annual Contribution to the Fire District, and shall allow the Fire District such time to submit written comment thereon. If the City Council takes action to permanently terminate the City's Annual Contribution to the Fire District, the Fire District Board and the City Council shall mutually agree on the date and procedure by which the City's Annual Contribution shall be permanently terminated. If, despite their good faith efforts, the Fire District Board and the City Council cannot agree on such a date and procedure, then the City's Annual Contribution shall be permanently terminated in its entirety at 11:30 p.m. on December 31 of the year after the year in which the City Council takes action to approve the permanent termination of the City's Annual Contribution.

2. **TABOR Reserve Payment.** Within 90 days of the Organization Date, the City shall make a one-time payment to the Fire District of an amount sufficient to allow the Fire District to fully fund the 3 percent emergency reserve obligation required by Article X, Section 20 of the Colorado Constitution in its initial year of operation ("**TABOR Reserve Payment**"). The Parties shall mutually agree on the amount of the TABOR Reserve Payment to be contributed to the Fire District. Unless the Parties mutually agree to a different process, the TABOR Reserve Payment shall be made by wire transfer. If the City fails or refuses to pay the TABOR Reserve Payment to the Fire District within the time specified in this Paragraph 2, the Fire District may take legal or equitable action to obtain the TABOR Reserve Payment from the City.

### 3. **Transfer of Emergency Contingency Fund Revenue.**

a. On or before April 15 of the calendar year immediately following the year in which the property tax transfer provided for in Section V(2)(b) of the Service Plan is complete, the City shall remit to the Fire District a portion of the funds no longer required to be held in the City's Emergency Contingency Fund ("**ECF Revenue**") as a result of a reduction in the amount of funds the City is paying for Emergency Services in a given fiscal year. The Parties shall mutually agree on the amount of ECF Revenue to be transferred to the Fire District; provided, however, that the amount of ECF Revenue to be transferred to the Fire District shall not exceed the difference between: (i) the amount of funds the City was required to maintain in its Emergency Contingency Fund for the cost of Emergency Services immediately before the property tax transfer provided for in Section V(2)(b) of the Service Plan is complete, and (ii) the reduced amount of funds the City is required to maintain in its Emergency Contingency Fund for the cost of Emergency Services immediately after such property tax transfer is complete. Unless the Parties mutually agree to a different process, the ECF Revenue payment shall be made by wire transfer.

b. The Fire District shall use the ECF Revenue to begin capitalizing a reserve fund.

c. If the City fails or refuses to pay the ECF Revenue to the Fire District within the time specified in subparagraph (a) above, the Fire District may take legal or equitable action to obtain the ECF Revenue payment from the City.

4. **No Right of Offset.** The City's financial obligations set forth in this Article IV are absolute and unconditional in all respects, and shall be paid without notice, demand, counterclaim, setoff, deduction, or defense and without suspension, deferment, diminution or reduction.

## **ARTICLE V Administrative Services**

1. **Administrative Services to be Provided.** Certain administrative services are essential to the efficient and effective administration and operation of the Fire District, including but not limited to, human resources, benefits administration, risk management, payroll and finance services, general liability insurance, workers' compensation and unemployment insurance, Information Technology (IT) support, legal expenses, Fire District Board expenses, and annual audit expenses (collectively, "**Administrative Services**"). The Fire District Board has the right, in its sole discretion, to determine the Administrative Services to be provided to the Fire District and how such Administrative Services will be provided. The Parties expect that, at least initially, some of the Administrative Services likely will be more efficiently provided through the City, due to the scale of operations and the Fire District's historic relationship with the City. The Parties anticipate that initially the Fire District will purchase the following Administrative Services from the City:

- a. Human resources, benefits administration, and risk management;
- b. Payroll and finance services;

c. General liability insurance, and workers' compensation/unemployment insurance; and,

d. IT support services.

2. **Supplies, Services, and Asset Management.** During the Transition Period, the Fire District shall pay directly for all items, supplies, and services specifically identified in the Fire District's "supplies and services" budget and asset management plan. Such items, supplies, and services may, but need not, include items such as personal protective equipment, self-contained breathing apparatus, training, communications equipment, or small tools. The Fire District may seek guidance and/or assistance from the City finance director regarding the Fire District's direct payment for such items, supplies, and services.

3. **Administrative Services Contract.** Within 45 days of the Organization Date, and on or before December 31 of each calendar year thereafter, the City and the Fire District shall enter into a mutually acceptable Administrative Services Contract, which shall list the specific Administrative Services to be provided by the City, the level and frequency of each such service, and the amount the Fire District shall pay the City for each such service.

4. **Payment on Administrative Services Contract.** The Administrative Services Contract shall provide that the City shall invoice the Fire District monthly for the Administrative Services provided by the City pursuant to the Administrative Services Contract during the preceding month. The Fire District shall remit payment to the City within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer.

5. **Termination of Administrative Services Contract.** The Administrative Services Contract shall give both the Fire District and the City the individual right and discretion to terminate the Administrative Services Contract for any or no reason upon 90 days prior written notice to the other Party. Notwithstanding anything in this Agreement to the contrary, the Parties shall have no obligation to enter into an Administrative Services Contract in any year following the year of termination.

## **ARTICLE VI Paid Emergency Services Personnel**

### **1. During the Transition Period.**

a. During the Transition Period, all of the City's paid Emergency Services personnel will remain City employees, and the City shall lease the City's paid Emergency Services personnel to the Fire District. The City shall be solely responsible for the employees' compensation, benefits, and terms and conditions of employment, and the Fire District Board shall have no authority to control, manage, or otherwise direct the same. As provided by Article III(3)(a) above, the City shall invoice the Fire District monthly for the costs actually incurred by the City incident to its continued employment of the City's paid Emergency Services personnel during the preceding month. The Fire District shall remit payment to the City within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer. The Parties shall execute such additional agreements, contracts, and other documents as they may mutually deem necessary or appropriate from time to time to memorialize and/or accomplish the City's leasing of its paid Emergency Services personnel to the Fire District during the Transition Period.

b. The City may hire up to nine part-time firefighters during the Transition Period. Such hiring shall commence upon receipt by the Fire District of sufficient property tax revenue to fund the hiring and continued employment of all or a portion of such firefighters. The part-time firefighters shall not work more than 1,599 hours in a calendar year and shall not be eligible to receive or participate in benefits provided by the City, except for unemployment compensation insurance and workers' compensation insurance. The City shall invoice the Fire District monthly for any costs actually incurred in hiring and employing the firefighters during the preceding month. The Fire District shall remit payment to the City within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer. Notwithstanding the above, the City shall not begin hiring the part-time firefighters if any of the funding necessary for such hiring and/or employment is or will not be available, or if the City and the Fire District mutually agree that such hiring and/or employment should not occur or should occur only at a later time.

c. The City may hire one part-time administrative assistant (approximately 20 hours per work week) during the Transition Period. Such hiring shall be made as soon as reasonably practicable following the Organization Date. The City shall invoice the Fire District monthly for any costs actually incurred in hiring and employing the part-time administrative assistant during the preceding month. The Fire District shall remit payment to the City within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer. Notwithstanding the above, the City shall not begin hiring the part-time administrative assistant if any of the funding necessary for such hiring and/or employment is or will not be available, or if the City and the Fire District mutually agree that such hiring and/or employment should not occur or should occur only at a later time.

## **2. After the Transition Period.**

a. Once Step Two of the Funding Process (Section V(2)(b), Service Plan) has been accomplished and the Fire District has received sufficient *ad valorem* revenues and other funds to be financially capable of providing the Emergency Services directly to the citizens and property within its jurisdiction, the Fire District shall make an offer to employ each City Emergency Services employee in the position held and at the compensation earned as a City employee at the time the Fire District makes the offer. No City Emergency Services employee shall be required to accept the Fire District's offer of employment; however, the City shall provide each City Emergency Services employee with a notice that his/her employment with the City will terminate on the date on which the Fire District's offer of employment expires, regardless of whether the employee accepts the Fire District's offer.

b. Except for the part-time administrative assistant, each City Emergency Services employee who accepts employment with the Fire District pursuant to Paragraph 2(a) above, shall, as a condition of employment, be required to enter into an employment contract that shall contain, at a minimum, the following terms and conditions: i) the employment contract shall be for a period of 36 months from the date of hire; ii) during the 36 month period, the employee shall receive compensation equal to the compensation the employee received as a City employee at the time the Fire District made the offer of employment; iii) during the 36 month period, the employee shall receive substantially the same benefits, if any, the employee received as a City employee at the time the Fire District made the offer of employment; and iv) during the 36 month period, the Fire District may only terminate the employee for "just cause", which shall be defined as one or more of the following:

- i. Failure to perform duties satisfactorily;
- ii. Violation of any Fire District, rule, policy, or procedure, or any federal, state, or local law or regulation;
- iii. Insubordination to a higher ranking Fire District employee or volunteer, the Fire District Board, or an individual Director;
- iv. Conviction of, a plea of guilty to, or failure to contest, a crime that bears on the employee's fitness to perform the duties of the position;
- v. Falsification of, or material omission from, any Fire District or City record, whether in electronic or paper form;
- vi. Unauthorized or improper use of Fire District vehicles, equipment, or apparatus;
- vii. Excessive absences or tardiness;
- viii. Engaging in unprofessional behavior while on duty or performing any Fire District activity;
- ix. Failure to maintain the required certification(s), training, or other qualifications for the position;
- x. Elimination of position or reduction in force.

c. During the 36 month period, the Fire District Board may, at its sole discretion, modify the compensation of any employee who entered into an employment contract pursuant to subparagraph (b) above; provided, however, that such employee's compensation shall not at any time during the 36 month period be less than the compensation the employee received as a City employee at the time the Fire District made the offer of employment.

d. At the end of the 36 month period, the Fire District shall have no obligation to extend any employment contract entered into pursuant to subparagraph (b) above, or to enter into new employment contracts with any of the former City employees, and the employees shall become "at-will" employees for all purposes.

e. For the 36 month period following the Transition Period, the Fire District will, to the extent reasonably practicable, maintain personnel rules, policies, and procedures that are substantially the same as those historically maintained by the City in order to facilitate a smooth transfer of the City's paid Emergency Services employees to the Fire District. Thereafter, the Fire District's personnel rules, policies, and procedures, and its employee compensation and benefits, may differ from those maintained by the City, as the Fire District Board deems appropriate in its sole discretion, considering such factors as applicable laws and regulations, industry standards, historic practice, financial and economic conditions, and the best interests of the Fire District and the community.

f. The Parties shall execute such additional agreements, contracts, and other documents as they may mutually deem necessary or appropriate from time to time to

memorialize and/or accomplish the transfer of the City's paid Emergency Services personnel to the Fire District.

## **ARTICLE VII Volunteer Emergency Services Personnel**

1. **During the Transition Period.** During the Transition Period, all of the City's volunteer Emergency Services personnel will remain City volunteers, and the City shall lease the City's volunteer Emergency Services personnel to the Fire District. The City shall be solely responsible for the volunteers' stipends (if any), benefits, expense reimbursements, and the terms and conditions of volunteer service, and the Fire District Board shall have no authority to control, manage, or otherwise direct the same. As provided by Article III(3)(a), the City shall invoice the Fire District monthly for the costs actually incurred by the City incident to the continued service of the City's Emergency Services volunteers during the preceding month. The Fire District shall remit payment to the City within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer. The Parties shall execute such additional documents as they may mutually deem necessary or appropriate from time to time to memorialize and/or accomplish the City's leasing of its volunteer Emergency Services personnel to the Fire District during the Transition Period.

2. **After the Transition Period.**

a. Once Step Two of the Funding Process (Section V(2)(b), Service Plan) has been accomplished and the Fire District has received sufficient *ad valorem* revenues and other funds to be financially capable of providing the Emergency Services directly to the citizens and property within its jurisdiction, the Fire District shall accept all of the City's volunteer Emergency Services personnel into the Fire District's Volunteer Program without such personnel being required to take any separate action to join the Fire District's Volunteer Program. The Fire District Board shall, in its sole discretion, establish the components of the Fire District's Volunteer Program, which may, among other components, include a Volunteer Firefighter Program, Reserve Volunteer Firefighter Program, Active Retiree Program, Administrative Support Volunteer Program, and/or Auxiliary Volunteer Program.

b. Any City Emergency Services volunteer who is accepted into the Fire District's Volunteer Program, but who does not want to participate in the Fire District's Volunteer Program, may withdraw from the Fire District's Volunteer Program by submitting a written notice of withdrawal to the Fire District's Fire Chief.

c. The City shall provide each City Emergency Services volunteer with a notice that his/her volunteer service with the City will terminate on the date that the Fire District accepts the volunteer Emergency Services personnel into the Fire District's Volunteer Program, whether or not the volunteer participates in the Fire District's Volunteer Program.

d. The Fire District Board shall have the sole discretion and authority to determine the terms and conditions of volunteer service and the stipends (if any), benefits, and expense reimbursements to be provided to the volunteer Emergency Services personnel under the Fire District's Volunteer Firefighter Program. The Fire District Board's discretion and authority pursuant to this subparagraph (d) includes, without limitation, the discretion and authority to establish a Length of Service Award Plan (LOSAP) for the benefit of the volunteer Emergency Services personnel.

e. The City is the sponsor of the City of Evans Volunteer Firefighter Pension Fund ("**Pension Fund**") for the purpose of providing pension benefits to qualified volunteer firefighters in accordance with the Colorado Volunteer Firefighter Pension Act, C.R.S. § 31-30-1100, *et seq.* ("**Pension Act**"). The Pension Fund is administered by the Fire and Police Pension Association ("**FPPA**"). During the Transition Period, the Fire District shall establish a new volunteer firefighter pension fund under the Pension Act ("**New Pension Fund**"). As soon as reasonably practicable after the Fire District establishes the New Pension Fund, the City, the Fire District, and the New Pension Fund shall enter into a written agreement to transfer all of the Pension Fund's assets to the New Pension Fund at the end of the Transition Period, which agreement shall at a minimum address:

i. The date and method by which the Pension Fund's assets will be transferred to the New Pension Fund;

ii. The level of pension benefits to be provided, which shall not be less than the level of pension benefits being provided by the City on the date the City's volunteer firefighters are accepted into the Fire District's Volunteer Program; provided, that the Fire District may pro rate pension benefits in accordance with C.R.S. § 31-30-1124 if at any time there are insufficient funds to meet the benefits obligations;

iii. Recognition of years of volunteer service to the City Fire Rescue Department toward an individual's vesting in pension benefits; provided, that such volunteer service meets the State training requirements and any additional requirements imposed by the City to maintain "good standing" for purposes of receiving pension credit;

iv. Maintaining the City's 10-year Early Vesting Program, by which a volunteer firefighter who completes 10 years of continuous, qualified volunteer services for the City becomes vested in a pension equal to one-half of the benefit vested in a qualified volunteer firefighter who completes 20 years of volunteer services. The pension benefit shall be pro rated equally for a qualified volunteer firefighter who provides between 10 and 20 years of volunteer services to the City. A volunteer participating in the New Pension Fund will be given credit for years of continuous, qualified volunteer services to the City; and,

v. Taking such actions as are necessary and appropriate for FPPA to administer the New Pension Fund without an interruption in pension benefit payments to eligible volunteer firefighters.

f. The Fire District Board shall have the sole discretion and authority to terminate all or any portion of its Volunteer Program, and/or to transition its personnel system to an all-paid (career) firefighter force.

## **ARTICLE VIII**

### **Acquisition and Transfer of Real and Personal Property**

1. **Acquisition of Real and Personal Property.** The City may purchase one or more Fire Apparatus, Fire Equipment, or Training Equipment during the Transition Period. Such purchase shall be made as soon as reasonably practicable following the Organization Date. The City shall invoice the Fire District monthly for the actual cost of the Fire Apparatus, Fire Equipment, or Training Equipment purchased during the preceding month. If the City purchases a Fire Apparatus, Fire Equipment, and/or Training Equipment through a lease-purchase or other financing mechanism, the City's monthly invoice shall include only the debt service payments made by the City during the preceding month. The Fire District shall remit payment to the City

within 30 calendar days of receiving an invoice. Unless the Parties mutually agree to a different process, the Fire District's payments shall be made by wire transfer. Notwithstanding the above, the City shall not begin purchasing the Fire Apparatus, Fire Equipment, or Training Equipment if any of the funding necessary for such purchase is or will not be available, or if the City and the Fire District mutually agree that such purchase should not occur or should occur only at a later time.

2. **Transfer of Real and Personal Property.** Once Step Two of the Funding Process (Section V(2)(b), Service Plan) has been accomplished and the Fire District has received sufficient *ad valorem* revenues and other funds to be financially capable of providing the Emergency Services directly to the citizens and property within its jurisdiction, the City shall:

a. Transfer and convey all right, title, and interest in and to all Fire Apparatus, Fire Equipment, and Training Equipment to the Fire District. The Fire Apparatus, Fire Equipment, and Training Equipment shall be transferred "as-is" with no warranty by the City; provided, that the City shall assign any manufacturer's warranties on any Fire Apparatus, Fire Equipment, and Training Equipment if such warranties are still in force and effect. Conveyance of the Fire Apparatus, Fire Equipment, and Training Equipment shall be accomplished by one or more Bills of Sale in a form mutually acceptable to the Fire District and the City. The City shall not receive any monetary consideration for transferring and conveying all right, title, and interest in and to all Fire Apparatus, Fire Equipment, and Training Equipment to the Fire District;

b. Transfer and convey all right, title, and interest in and to the Fire Stations to the Fire District. The City shall adopt an ordinance approving the conveyance of the Fire Stations and determining that it would not be in the best interest of the City's citizens to conduct an election regarding the same. Conveyance of the Fire Stations shall be accomplished by Quit Claim Deeds in a form mutually acceptable to the Fire District and the City. The City shall not receive any monetary consideration for transferring and conveying all right, title, and interest in and to the Fire Stations to the Fire District;

c. The City shall lease the Fire Administration Office to the Fire District for a period of 99 years; the Fire District shall pay annual rent of \$1.00. During the Transition Period the Parties shall enter into a Fire Administration Office Lease Agreement in a form mutually acceptable to the Fire District and the City. The Fire Administration Office Lease Agreement shall give either Party the right to terminate such lease at any time for any business reason upon 90 days prior written notice to the other Party; provided, however, that if the City terminates the Fire Administration Office Lease Agreement, it must offer the Fire District comparable alternative administration office space at the same rental rate for the balance of the 99 year term; and

d. The City shall lease the Training Site to the Fire District for a period of 99 years; the Fire District shall pay an annual rent of \$1.00. During the Transition Period the Parties shall enter into a Training Site Lease Agreement in a form mutually acceptable to the Fire District and the City. The Training Site Lease Agreement shall give either Party the right to terminate the such lease at any time for any business reason upon 90 days prior written notice to the other Party; provided, however, that if the City terminates the Training Site Lease Agreement, it must offer the Fire District a comparable alternative training site at the same rental rate for the balance of the 99 year term.

3. **Additional Documents.** The Parties shall execute such additional documents and take such actions as are reasonably necessary to accomplish the requirements of Paragraph 2 above.

## **ARTICLE IX Collaboration**

The Service Plan intends that the City and the Fire District maintain a close, collaborative relationship. Consistent with this intent, the Parties agree that:

1. **Fire District Name.** The Board shall not seek to change the name of the Fire District without the prior consent of the City Council.

2. **Appearance of Apparatus and Equipment.** Initially, the general appearance of, and logos, emblems, and wording on, the Emergency Services equipment, apparel, and apparatus will remain substantially the same. The Fire District may at a future time redesign the appearance of such equipment, apparel, and apparatus if the Fire District Board finds it to be in the best interest of the Fire District and the community.

3. **Historical Services to the City.** During and after the Transition Period, the Fire District will provide the following services to the City and its citizens that historically have been provided by the City's Fire Rescue Department. The services shall be provided at no cost to the City unless the Parties mutually agree otherwise. If at a future time the Fire District determines that it lacks the financial, staffing, or other resources to provide one or more of the following services, it will notify the City of this fact and the Parties will in good faith work together to determine if there are actions that can be taken by one or both of the Parties to enable the Fire District to continue to provide these historical services.

a. City Fire Extinguishers. The Fire District will service the City's fire extinguishers located at or within all City buildings, facilities, and vehicles once each calendar year.

b. CPR/First Responder Training. The Fire District will conduct a CPR/First Responder training for City employees at least once each calendar year.

c. Community Events. The Fire District will provide one engine and at least two firefighters to assist the City at the Evans Fest, Pancake Breakfast, and Neighborhood Night Out.

4. **Fire Chief's Participation in the City's Senior Management Team.** The Fire District's Fire Chief will, to the extent practicable, participate in meetings, work/study sessions, and other activities of the City's senior management team to provide input on Emergency Services issues. The appropriate City personnel will provide the Fire Chief with as much advance notice as possible of those meetings, work/study sessions, *etc.* where Emergency Services issues will be considered, and the Fire Chief shall make every reasonable effort to attend such meetings, work/study sessions, *etc.*

5. **Development of Municipal Services.** The City shall coordinate with the Fire District in the development and expansion of municipal services, such as water supply, street construction or modification, *etc.*, to ensure that the Fire District's Emergency Services needs are appropriately addressed. The Fire Chief or his/her designee shall be included in the conceptual design phase of any such municipal services.

6. **Emergency Management.** The Parties shall cooperate in good faith on the development, implementation, and management of emergency operations within the City and the Fire District, including the development, implementation, and management of any applicable municipal, county, and/or other regional emergency management plans. The Parties shall execute such additional documents and take such additional actions as are reasonably necessary to accomplish the requirements of this Paragraph 6.

7. **Fire District Policies Significantly Impacting the City.** At least 30 calendar days before taking final action on a policy that will have a significant impact on the City, its citizens or their property, Fire District Board, directly or through the Fire Chief, will confer with the City Council or the City's senior management team regarding the proposed policy. The City and Fire District shall use their good faith best efforts to resolve any concerns the City may have regarding the proposed policy.

8. **Annual Report.** On or before March 1 of each year, the Fire District will provide a written report to the City Council that summarizes the Fire District's Emergency Services to the City's citizens and their property during the preceding year. The annual report will be prepared in such form and content as the Fire District Board and City Council shall mutually determine, and will include, without limitation: a) the number of emergency incidents to which Fire District personnel were dispatched; b) the average response time; c) fire prevention and public education activities; and d) training of Fire District personnel. The Fire District also shall provide a copy of its most recent audited financial statements to the City Council within fifteen days of the Fire District Board's acceptance thereof.

9. **Annual Joint Meeting.** The City Council and the Fire District Board shall hold an annual joint meeting for the purpose of discussing matters directly or indirectly relating to or affecting the Fire District's provision of Emergency Services to the City, its citizens and their property, unless both Parties mutually agree otherwise. The annual joint meeting shall be held on or before May 30 of each year, or as soon thereafter as is reasonably practicable. The City and the Fire District shall each pay one-half of all costs and expenses incurred in conducting the joint annual meeting. The joint annual meeting shall be conducted in accordance with the Colorado Sunshine Law and shall be open to the public, except for any executive session duly called and held in accordance with applicable law, including the Colorado "common interest" doctrine.

10. **Fire District Transparency.** The Fire District Board shall comply fully with all federal, state, and local laws, ordinances, and regulations governing the transparency and conduct of the Fire District Board, including, without limitation:

- a. Colorado Sunshine Law (Open Meetings), C.R.S. § 24-6-401 *et seq.*;
- b. 72-Hour Posted Notice of Public Meetings, C.R.S. § 32-1-903;
- c. Executive Session, C.R.S. § 24-6-402(4);
- d. Colorado Public (Open) Records Act, C.R.S. § 24-72-201 *et seq.*;
- e. Special District Transparency Notice, C.R.S. § 32-1-809;

- f. Conflict of Interest Disclosure, C.R.S. §§ 31-1-902(3), 18-8-308; and
- g. Standards of Conduct and Fiduciary Duty, C.R.S. § 24-18-101 *et seq.*

## **ARTICLE X**

### **Fire Code Adoption and Enforcement**

1. **Fire Code Adoption or Modification.** After the Effective Date, either Party may propose (a) modifications to the Fire Code then in effect or (b) adoption of a different edition of the Fire Code, with or without amendments. The Party seeking to modify the Fire Code then in effect or to adopt a new edition of the Fire Code shall provide 60 days prior written notice to the other Party. The Parties shall engage in good faith efforts to resolve any concerns one or both of the Parties may have regarding modifying the Fire Code then in effect or adopting a new edition of the Fire Code. The City Council shall have the final authority to approve or reject any proposal to modify the Fire Code then in effect, or adopt a new edition of the Fire Code, for use within the City's corporate boundaries. If the City Council approves a proposal to modify the Fire Code then in effect or to adopt a new edition of the Fire Code, such approval shall be set forth in an Ordinance that details the modification(s) to the Fire Code then in effect or the adoption a new edition of the Fire Code and any amendments thereto. The City shall promptly provide a copy of the approved Ordinance to the Fire District. The Fire District Board shall adopt a Resolution approving the City Ordinance as soon thereafter as reasonably practicable.

2. **Plan Reviews.** The City shall promptly refer to the Fire District all applications for modification to or renovation of existing properties, facilities, or buildings, and any new construction or development, which includes review by the Fire District under the Fire Code. The Fire District shall complete its review within 60 days of receipt from the City, unless the size or complexity of the project requires additional time. The Fire District shall state in writing whether the application is "approved without condition or comments", "approved with conditions or comments", or "disapproved". If the Fire District states an application is "disapproved", it shall provide citation(s) to the applicable Fire Code provision(s) upon which the disapproval is based.

3. **Fees and Charges.** The Fire District may impose reasonable fees and charges as authorized by the Act and the Fire Code, including but not limited to, reasonable fees and charges for plan reviews, permits, inspections, false alarm inspections, *etc.* The Fire District shall be solely responsible for assessing and collecting such fees and charges.

4. **Enforcement of the Fire Code.** The Fire District shall enforce the Fire Code. If a question or dispute arises as to the proper interpretation of the Fire Code, the Fire Chief and the City's Chief Building Official shall meet as soon as possible to resolve the question or dispute. If, despite their good faith efforts, the Fire Chief and the Chief Building Official are unable to agree upon the proper interpretation of the Fire Code, the question or dispute shall be submitted to the Board of Appeals in accordance with the appeals procedure set forth in the Fire Code. The Board of Appeals shall include at least one Fire District representative selected by the Fire District.

As provided in the Act, the Fire District shall refer a Fire Code violation to the City Attorney for prosecution or to the District Attorney for prosecution in the appropriate District Court. The City will assist the Fire District in enforcing the Fire Code in any Municipal Court action. If the Fire Code violation is not satisfactorily resolved, or will not be satisfactorily resolved, through prosecution in Municipal Court or District Court, the Fire District may bring a civil action to enforce the Fire Code, utilizing the Fire District's legal counsel.

5. **Cooperative Arson Investigations.** The Parties agree to cooperate in investigating all fires of suspicious origin within the City's corporate boundaries. The Fire District shall determine the cause and origin of all fires. Immediately upon determining that a fire is of suspicious origin, the Fire District shall preserve the scene and shall present the facts of its investigation to the City's Police Department, which shall have primary responsibility for investigation of the case from that point.

6. **Communication and Cooperation.** The Parties acknowledge and agree that regular communication and continued cooperation are vital to the successful implementation of this Article X. The Parties' representatives shall periodically meet and confer regarding Fire Code adoption, administration and enforcement issues within the City's corporate boundaries, including but not limited to, plan review procedures, inspections, Fire Code enforcement, and any potential modifications to the Fire Code then in effect or adoption of a different edition of the Fire Code.

## **ARTICLE XI Additional Provisions**

1. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement. Neither the fact of this Agreement nor the Parties' performance of this Agreement shall in any manner alter each Party's constitutional, statutory and common law rights, powers, duties, and authority, except to the extent expressly set forth in this Agreement.

2. **Legal Compliance.** In performing the terms of this Agreement, the Parties shall comply fully with all federal, state, and local laws, ordinances, resolutions, operating procedures, rules, and/or regulations.

3. **Term and Termination.**

a. This Agreement shall commence on the Effective Date and shall continue unless and until terminated pursuant to subparagraphs (b) and (c) below.

b. The Parties expressly declare and intend that this Agreement is an essential part of the Service Plan approved by the City Council, which Service Plan plays a fundamental role in the Emergency Services provided by the Fire District. Termination of this Agreement would significantly frustrate implementation of the Service Plan and could jeopardize the Fire District's efficient and effective provision of Emergency Services to the City and the Fire District's citizens and their property. Accordingly, neither Party may unilaterally terminate this Agreement. This Agreement may not be terminated unless:

i. An Amended Service Plan that is mutually acceptable to the Fire District Board and the City Council is submitted to the City Council for approval pursuant to the Act;

ii. The proposed Amended Service Plan removes this Agreement as an exhibit to the Amended Service Plan and adequately provides for the continued financial viability, and the efficient and effective administration and operation, of the Fire District without the terms, conditions, and covenants set forth in this Agreement;

- iii. The City Council approves the Amended Service Plan; and
- iv. The Amended Service Plan is recorded with the Weld County Clerk and Recorder.

c. This Agreement shall terminate for all purposes on the date an Amended Service Plan satisfying the requirements of subparagraph (b) above is recorded with the Weld County Clerk and Recorder.

4. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

5. **Notice.** Any notice permitted or required by this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, to:

ATTN: City Manager  
City of Evans  
1100 37th Street  
Evans, CO 80620

ATTN: Fire Chief  
Evans Fire Protection District  
1100 37th Street  
Evans, CO 80620

The notice shall be deemed to have been given when deposited in the United States mail and shall be deemed effective 72 hours after having been given.

6. **Headings and Captions.** The headings and captions used in this Agreement are for the convenience of reference only and do not form a part of this Agreement.

7. **Additional Terms.** Colorado law governs this Agreement. Jurisdiction and venue for any action arising under this Agreement or for the enforcement of this Agreement shall lie exclusively in the Weld County District Court. This Agreement may be amended only by a document signed by both Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement shall be strictly reserved to the Parties. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**CITY OF EVANS**, a Colorado municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTESTED:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

**EVANS FIRE PROTECTION DISTRICT**,  
a political subdivision of the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTESTED:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Attorney for the Fire District

Exhibit D

Mutual and/or Automatic Aid Agreements

Weld County Mutual Aid Agreement

## WELD COUNTY MUTUAL AID AGREEMENT

1. **PARTIES.** The parties to this agreement are the FIRE PROTECTION DISTRICTS and the MUNICIPAL FIRE DEPARTMENTS who sign this Agreement.
2. **RECITALS AND PURPOSE.** The parties to this Agreement each maintain paid and/or volunteer fire departments and/or emergency response teams. The parties have determined that it is in the best interests of the parties and of the residents and property owners within the jurisdiction of each party to mutually assist each other, when necessary, by providing additional firefighting and other emergency response equipment and personnel. Sections 29-5-105 through 29-5-110, C.R.S., expressly authorize such interchange of mutual aid and assistance between governmental entities. The parties desire to establish mutual aid and assistance by this Agreement pursuant to the terms and conditions set forth herein.
3. **DEFINITIONS.**
  - 3.1 The party requesting aid under this Agreement is designated as the “requesting party”.  
  
The party responding to a request for aid is designated as the “answering party”.
  - 3.2 “Fire Chief” means the Chief of the respective fire department/district or his/her designated and authorized representative.
4. **MUTUAL ASSISTANCE AND AID.**
  - 4.1 Each of the Parties agrees to respond to requests for assistance by another party upon request of the requesting Fire Chief at any and all times, provided that it shall be entirely within the discretion of the Fire Chief of the answering party as to what personnel and equipment shall answer such call and whether or not, in any event, such call may be answered consistently with the safety and protection of the citizens and property of the answering party.
  - 4.2 Nothing in this Agreement shall be construed as a limitation upon the authority of the governing body of a party to limit the exercise of the Fire Chief’s discretion by ordinance/regulation or by directive.
  - 4.3 Each of the parties agrees to answer calls of a requesting party subject to the approval of each call by the Fire Chief of the answering party as set forth in paragraphs 4.1 and 4.2 above without charge within the first forty-eight (48) hours of any single incident or event.
  - 4.4 That portion of Section 4.3 which provides that services shall be provided without charge, shall apply only to properties within the boundaries of a requesting party, and to properties lying outside the boundaries of a requesting party, but having a contract for service with the requesting party. Nothing in this Agreement prevents the parties from charging property owners for services provided in accordance with Section 30-10-513.5, C.R.S. and/or 32-1-1001(1)(k) C.R.S.
5. **CONDITIONS AND PROVISIONS.** Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - 5.1 Any request for aid hereunder should include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be

dispatched; provided, however, that the amount and type of equipment and number of personnel to be furnished shall be determined by the answering party at its sole discretion.

- 5.2 The answering party shall report to the requesting party's incident commander at the location to which the personnel and equipment are dispatched and shall coordinate all activities with that officer. The assigned personnel and equipment shall be under the immediate command of the answering party's superior officer. Such superior officer shall coordinate all efforts with the incident commander of the requesting party.
  - 5.3 An answering party shall be released by the requesting party when:
    - 5.3.1 The services of the answering party are no longer required as determined by the incident commander; or
    - 5.3.2 When the answering party is needed within the area for which it normally provides fire protection, emergency medical services or other emergency public safety services. Such determination shall be made at the discretion of the answering party's Fire Chief.
  - 5.4 This Agreement shall become effective upon the approval and execution by the governing boards of each party and shall continue until such time as a party gives thirty days advance written notice to the other parties of its intention to terminate its participation in this Agreement.
  - 5.5 This Agreement may be supplemented with various exhibited to be alphabetically designated in chronological order of adoption and signed by the respective parties. These exhibits may set forth additional protocol and other procedural matters.
6. **LIABILITY.** In the event that the negligent tortuous acts or omissions of the answering party's personnel cause personal injury, death and/or property damage to any third party while providing mutual aid pursuant to this Agreement, liability, if any, shall be imposed upon the requesting party and not upon the answering party, pursuant to Section 29-5-108, C.R.S. Notwithstanding the provisions of Section 29-5-108, C.R.S., the parties expressly agree that if the liability is attributable to the answering party or its personnel, the answering party shall indemnify and hold harmless the requesting party for all claims, demands, judgments, awards and reasonable costs, including attorneys fees, which may be imposed pursuant to Section 29-5-108, C.R.S., or otherwise.
  7. **BENEFITS.** Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., if any firefighter or other personnel of the answering party is injured, disabled or dies as a result of performing services within the boundaries of the requesting party, said individual shall remain covered by and eligible for the workmen's compensation and firefighters' pension benefits (including disability, death and survivor benefits) to which said individual would otherwise be entitled if the injury, disability or death had occurred within the boundaries of the answering party.
  8. **FIRST RESPONSE.** The parties acknowledge that there may exist, certain geographical areas within each party's respective boundaries to which another party may be able to more promptly respond for various reasons. Such areas may be designated on a map and designated in writing as an "Automatic Mutual Aid Agreement" subject to the provisions and any conditions, terms or protocols as may be mutually agreed upon and detailed within a separate agreement as determined by each jurisdiction.
  9. **PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act.,

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Fire Protection District

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Chairperson, Board of Directors

13. INTEGRATION. This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

14. OTHER AGREEMENTS. Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates" provision of more specific assistance, (for, example, specialized personnel and/or equipment), with parties to this Agreement, or any other party, In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Controls

15. EXECUTION OF AGREEMENT. This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dated this 14<sup>th</sup> day of Sept., 2002

Alt. Purie Fire Dist. Fire Protection District

ATTEST: (S E A L)

Bony Wyheld  
Secretary

BY: Larry E. Simpson pres.  
Chairperson, Board of Directors

14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments here hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF EVANS

BY Sherry Melby  
NAME Sherry Melby  
TITLE Mayor

BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Chairperson, Board of Directors

(SEAL)

ATTEST:  
BY Kim Betz  
NAME Kim Betz  
TITLE City Clerk

ATTEST:  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Evans City Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Evans City Manager

9. **PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act., Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.
10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 7<sup>th</sup> day of November, 2002

Windsor Fire Protection Fire Protection District

ATTEST: (SEAL)

Gyrene Anlal Secreas.  
Secretary

BY: Ken Arnold (President)  
Chairperson, Board of Directors

9. **PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act., Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.
10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 9<sup>th</sup> day of January, 2003

Fort Lupton Fire Protection District

ATTEST: (SEAL)

Nona L. Schaefer  
Secretary

BY: Barry R. Reinelt  
Chairperson, Board of Directors

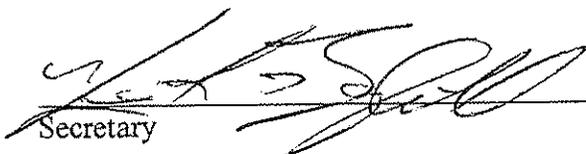
Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

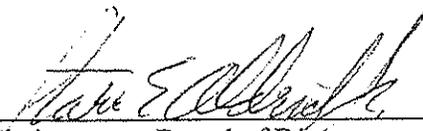
10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 18<sup>th</sup> day of November, 20 02

Mountain View Fire Protection District

ATTEST: (SEAL)

  
Secretary

BY:   
Chairperson, Board of Directors

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

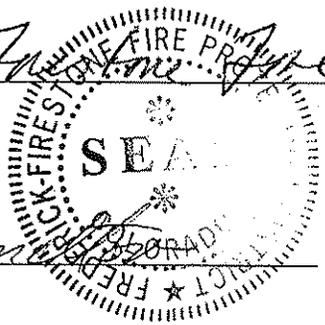
10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 9<sup>th</sup> day of December, 2002

Fredrick - Fire Protection Fire Protection District

ATTEST: (SEAL)

Vern Hansen  
Secretary



BY: Ernest A. Rowe  
Chairperson, Board of Directors

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 12<sup>TH</sup> day of March, 2003

Southeast Weld Fire Protection District

ATTEST: (SEAL)

Albert J. Steeg  
Secretary

BY: Ray D. [Signature]  
Chairperson, Board of Directors

9. **PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act., Section 24-10-101, et. Seq., C.R.S.; or as an assumption of any duty with respect to any non-party to this Agreement.
10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 13 day of Feb., 2003

Milliken Fire Protection Dist Fire Protection District

ATTEST: (SEAL)

Charles [Signature]  
Secretary

BY: [Signature]  
Chairperson, Board of Directors

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

- 10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
- 11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
- 12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
- 13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
- 14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
- 15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 11 day of JUNE, 2003

NUNN Fire Protection District

ATTEST: (SEAL)

Ste L. Dow  
Secretary

BY: Thomas E Varva  
Chairperson, Board of Directors

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 17<sup>th</sup> day of April, 2003

Windsor - Sewerance Fire Protection District

ATTEST: (SEAL)

Robert J. Stach  
Secretary

BY: John T. Beumann  
Chairperson, Board of Directors

13. INTEGRATION. This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

14. OTHER AGREEMENTS. Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates" provision of more specific assistance, (for, example, specialized personnel and/or equipment), with parties to this Agreement, or any other party, In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Controls

15. EXECUTION OF AGREEMENT. This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dated this 18<sup>th</sup> day of February, 2003

Briggsdale Fire Protection District

ATTEST: (S E A L)

James A. Fessler  
Secretary

BY: Randy Rodenbury  
Chairperson, Board of Directors

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 21 day of January, 2003

Berthoud Fire Protection District

ATTEST: (SEAL)

John F. Erickson  
Secretary

BY: Phil Pennick  
Chairperson, Board of Directors

15. EXECUTION OF AGREEMENT

This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dated this 21<sup>st</sup> day of October, 2002

EATON Fire Protection  
District

ATTEST: (SEAL)

John W. Shepherd  
Secretary

BY: Andrew D. Mendenhall  
Chairperson, Board of Directors



13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through Section 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff, and the Weld County Fire Chiefs' Association Secretary/Treasurer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8 day of March, 2004.

Galeton Fire Protection District  
Fire Protection District / Municipality / Fire Authority

ATTEST: (SEAL)

By: Richard Foose  
Chairperson

By: Marion L. Reiter  
Secretary

9. **PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act., Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.
10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 28 day of MARCH, 2003

LASALLE Fire Protection District

ATTEST: (SEAL)

*Debra Werning*  
Secretary

BY: *Donald J. Brantner*  
Chairperson, Board of Directors

*Vicki L. Hein*

*My Commission expires 10-28-2006*

13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through Section 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff, and the Weld County Fire Chiefs' Association Secretary/Treasurer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4<sup>th</sup> day of June, 2003.

Union Colony Fire/Rescue Authority  
Fire Protection District / Municipality / Fire Authority

ATTEST: (SEAL)

By: [Signature]  
Chairperson

By: [Signature]  
Secretary

**13. INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

**14. OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through Section 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

**15. EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff, and the Weld County Fire Chiefs' Association Secretary/Treasurer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9 day of December, 2003.

PLATTE VALLEY FIRE PROTECTION DISTRICT  
Fire Protection District / Municipality / Fire Authority

ATTEST: (SEAL)

By:

John M. Mealy President  
Chairperson

By:

Angela A. Cobb  
Secretary

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 12th day of MARCH, 2003

GREATER BRIGHTON Fire Protection District

ATTEST: (SEAL)

  
Secretary

BY:   
Chairperson, Board of Directors

13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through Section 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff, and the Weld County Fire Chiefs' Association Secretary/Treasurer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9 day of December, 2003.

Johnstown Fire Protection District  
Fire Protection District / Municipality / Fire Authority

ATTEST: (SEAL)

By [Signature]  
Chairperson

By [Signature]  
Secretary

Section 24-10-101, et. Seq., C.R.S., or as an assumption of any duty with respect to any non-party to this Agreement.

- 10. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by each and all of the parties hereto.
- 11. **SUCCESSORS AND ASSIGNS.** The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the parties hereto.
- 12. **ASSIGNMENTS.** The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the parties hereto without the prior written consent of each and all of the parties to this Agreement.
- 13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.
- 14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through 29-5-110, C.R.S., or a successor statute, that contemplates a provision of more specific assistance, (for example, specialized personnel and/or equipment), with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall control.
- 15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff.

Dates this 9th day of Oct., 2003

Larry R. Wetherpoon, President Fire Protection District  
Platteville - Gilcrest FPD  
 ATTEST: (SEAL)

\_\_\_\_\_  
 Secretary BY: \_\_\_\_\_  
 Chairperson, Board of Directors

13. **INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

14. **OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through Section 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

15. **EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff, and the Weld County Fire Chiefs' Association Secretary/Treasurer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5 day of December, 2003.

New Raymer-Stoneham  
Fire Protection District / Municipality / Fire Authority

ATTEST: (SEAL)

By: \_\_\_\_\_  
Chairperson

By: Robert J. [Signature]  
Secretary [Signature]  
Medical Chief

**13. INTEGRATION.** This Agreement represents the entire, integrated agreement among the parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or agreements respecting those matters, either written or oral.

**14. OTHER AGREEMENTS.** Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid agreement pursuant to Sections 29-5-105 through Section 29-5-110, C.R.S., or a successor statute, that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid agreement, the terms of the more specific agreement shall Control.

**15. EXECUTION OF AGREEMENT.** This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document. All signed documents shall be filed with the Weld County Sheriff, and the Weld County Fire Chiefs' Association Secretary/Treasurer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19 day of May, 2003.2004

Pawnee Fire Protection District  
Fire Protection District / Municipality / Fire Authority

ATTEST: (SEAL)

By: Randy Chapin  
Chairperson

By: Sherry Burnett  
Secretary

Exhibit D (cont'd.)

Mutual and/or Automatic Aid Agreements

Intergovernmental Agreement providing for Automatic and Mutual Aid Fire/Rescue Services between the City of Evans and the Milliken Fire Protection District

**INTERGOVERNMENTAL AGREEMENT  
PROVIDING FOR  
AUTOMATIC AND MUTUAL AID FIRE/RESCUE SERVICES**

THIS AGREEMENT, made by and between the CITY OF EVANS, COLORADO, hereinafter called the "City", and the MILLIKEN FIRE PROTECTION DISTRICT, COLORADO, hereinafter called the "District",

WITNESSETH THAT:

WHEREAS, the City is a municipal corporation and its territorial jurisdiction generally is the legal boundaries of the City of Evans, Colorado, and;

WHEREAS, the District is a special service fire protection district organized pursuant to the laws of the State of Colorado and its territorial jurisdiction is defined by the legal boundaries of the Milliken Fire Protection District, Colorado;

WHEREAS, each of the parties hereto maintain emergency equipment; and,

WHEREAS, it is in the interest of each of the parties that they may have service of and from the other party to aid and assist them for the purpose of fighting fires or responding to other emergencies; and,

WHEREAS, the City, by proximity, may be able to provide rapid service to certain areas contained within the District;

WHEREAS, the District, by proximity, may be able to provide rapid service to certain areas contained within the City, and;

NOW THEREFORE, in consideration of the promises hereafter set forth, it is mutually agreed by and between the parties as follows:

**I. MUTUAL AID**

A. The District shall in the event there are fires or other emergencies in the territory or service area of the City which are beyond the control of the City, whether because of the use of its equipment at other places or because of the intensity of the emergency, or otherwise, subject to the limitations hereinafter set forth, aid and assist by causing and permitting its fire department and its equipment to be used in responding to emergencies in the territory and service area of the City. Notwithstanding anything herein to the contrary, the District shall be excused from making its equipment and services available to the City in the event of the need for such equipment and/or personnel within the territory and service area of the District or their prior use at any other place.

B. The City shall in the event there are fires or other emergencies in the territory or service area of the District which are beyond the control of the District, whether because of the use of its equipment at other places or because of the intensity of the emergency, or otherwise, subject to the limitations hereinafter set forth, aid and assist by causing and permitting its fire department and its equipment to be used in responding to emergencies in the territory and service area of the District, Notwithstanding anything herein to the contrary, the City shall be excused from making its equipment and services available to the District in the event of the need for such equipment and/or personnel within the territory and service area of the City or their prior use at any other place.

C. The services to be rendered by one party to the other are of equal value, and there shall be no charges made by either party for the services rendered to the other party, except in the event of equipment damage by reason of the action of the other party. If any third party is determined to be at fault or negligent, that third party shall be liable for the loss.

D. Each party shall maintain its equipment and organize its emergency response procedures with both personnel and equipment to the degree necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which the party is organized. Neither party shall be expected to respond to emergency calls when the emergency arises due to a failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the respective demands of the persons and property within each of the party's respective territory and service areas.

## II. AUTOMATIC AID

A. It is understood and agreed that the Milliken Fire Protection District will respond with an appropriate unit into the City of Evans as part of the initial emergency response for structure fires and other emergency responses that require multiple units through automatic dispatching by dispatch personnel into the below defined area:

DEFINED AREA - The automatic-aid area shall be defined as the general area bounded by the City of Evans municipal limits west of 35th Avenue, south of the Greeley municipal limits, north of the South Platte River, and east of Two Rivers Parkway.

In the event that the appropriate Milliken fire units are previously committed to other incidents, the Milliken Fire Protection District will immediately notify the dispatch center of the inability to respond so that the City of Evans Fire Department may call in alternative units.

B. It is understood and agreed that the City of Evans will respond with an appropriate unit into the Milliken Fire Protection District as part of the initial emergency response for structure fires and other emergency responses that require multiple units through automatic dispatching by dispatch personnel into the below defined area:

DEFINED AREA - The automatic-aid area shall be defined as the general area bounded by the City of Evans municipal limits west of 35th Avenue, south of the Greeley municipal limits, north of the South Platte River, and east of Two Rivers Parkway.

In the event that the appropriate City of Evans Fire Department fire units are previously committed to other incidents, the City of Evans Fire Department will immediately notify the dispatch center of the inability to respond so that the Milliken Fire Protection District may call in alternative units.

### III. SUPERSEDING EFFECT OF THIS AGREEMENT

This agreement shall supersede any prior agreements between the parties hereto.

### IV. OTHER PROVISIONS

A. Subject to annual appropriation of funds sufficient to meet the financial obligation herein, this agreement shall remain in full force for a minimum period of two years from the date of execution. This Agreement may be reviewed thereafter at the request of the District and/or the City. However after the minimum period, either party hereto may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

B. The City's Fire Chief and the District's Fire Chief may establish procedures and protocols through administrative Memorandum of Understanding (MOU) for the carrying out of this Agreement, however, no such procedure or protocol shall be contrary to or supersede the terms of this Agreement.

C. LIABILITY. In the event that the negligent tortious acts or omissions of the answering party or first responder's personnel cause personal injury, death and/or property damage to any third party while providing mutual aid or first response pursuant to this Agreement, Liability, if any shall be imposed upon the requesting party and not upon the answering party, pursuant to Section 29-5-108, C.R.S. Notwithstanding the provisions of Section 29-5-108, C.R.S., and to the extent permitted bylaw, the parties expressly agree that if the liability is attributable to the answering or first responder party, the answering or first responder party shall indemnify and hold harmless the requesting party for all claims, demands, judgments or awards which may be imposed pursuant to Section 29-5-108, C.R.S., or otherwise.

D. BENEFITS. Pursuant to Sections 29-5-109 and 29-5-110, C.R.S., if any firefighter or other personnel of the answering or first responder party is injured, disabled or dies as a result of performing services within the boundaries of the requesting party, said individual shall remain covered by, and eligible for, the worker's compensation and firefighters' pension benefits (including disability, death and survivor benefits) which said individual would be otherwise entitled if the injury, disability or death had occurred within the boundaries of the answering or first responder party.

E. PRESERVATION OF IMMUNITY. Nothing in this agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act, Section 24-10-10 1, et.seq., C.R.S., or as an assumption of any duty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of \_\_\_\_\_, 2010.

CITY OF EVANS, COLORADO

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Russ Anson, City Attorney

BY \_\_\_\_\_  
NAME'  
TITLE Mayor  
ADDRESS 1100 37th Street  
Evans, CO 80620

MILLIKEN FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

(SEAL)  
ATTEST:  
NAME Kim Betz  
TITLE City Clerk

\_\_\_\_\_  
, President

ATTEST:

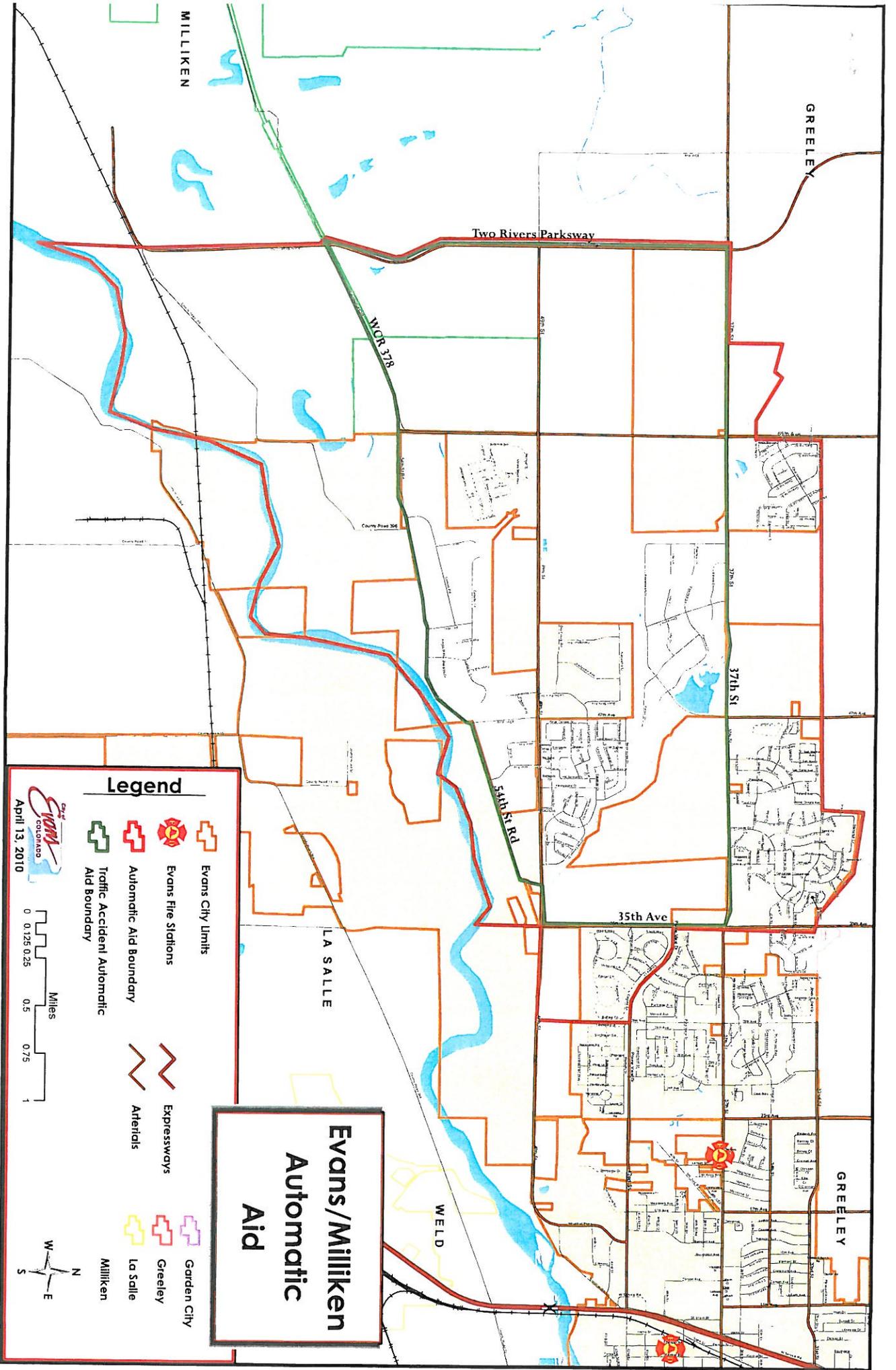
By: \_\_\_\_\_

APPROVED AS TO SUBSTANCE

By: \_\_\_\_\_  
Aden Hogan, City Manager

\_\_\_\_\_  
, Secretary

1. 2. 3.



# Evans/Milliken Automatic Aid

**Legend**

	Evans City Limits		Evans Fire Stations
	Automatic Aid Boundary		Traffic Accident Automatic Aid Boundary
	Expressways		Arterials
	Garden City		Greely
	La Salle		Milliken


  
 April 13, 2010

0 0.125 0.25 0.5 0.75 1 Miles


  
 N  
 W E S

Exhibit D (cont'd.)

Mutual and/or Automatic Aid Agreements

Intergovernmental Agreement providing for Automatic and Mutual Aid Fire/Rescue Services between the City of Evans and the LaSalle Fire Protection District

**INTERGOVERNMENTAL AGREEMENT  
PROVIDING FOR  
AUTOMATIC AND MUTUAL AID FIRE/RESCUE SERVICES**

THIS AGREEMENT, made by and between the CITY OF EVANS, COLORADO, hereinafter called the "City", and the LASALLE FIRE PROTECTION DISTRICT, COLORADO, hereinafter called the "District",

WITNESSETH THAT:

WHEREAS, the City is a municipal corporation and its territorial jurisdiction generally is the legal boundaries of the City of Evans, Colorado, and;

WHEREAS, the District is a special service fire protection district organized pursuant to the laws of the State of Colorado and its territorial jurisdiction is defined by the legal boundaries of the LaSalle Fire Protection District, Colorado, a true copy of which is attached as exhibit A and;

WHEREAS, each of the parties hereto maintain emergency equipment; and,

WHEREAS, it is in the interest of each of the parties that they may have service of and from the other party to aid and assist them for the purpose of fighting fires or responding to other emergencies; and,

WHEREAS, the City, by proximity, may be able to provide rapid service to certain areas contained within the District;

NOW THEREFORE, in consideration of the promises hereafter set forth, it is mutually agreed by and between the parties as follows:

**I. INTERGOVERNMENTAL AGREEMENT FOR SERVICE**

A. The City shall, in the event there are fires or other emergencies in the territory or service area of the District north of the north bank of the South Platte River, respond in accordance with personnel and equipment to the degree necessary to cope with ordinary and routine fire and other medical/environmental emergencies.

B. Both parties agree that they may develop further mutual aid agreements to ensure the adequate response of equipment, personnel, and apparatus to an emergency and as may normally not be available to the City.

C. The District shall pay the City as follows:

1. Payment shall be based on each prior years' Weld County Tax Assessment for the protected properties times the District's Mill Levy minus the Bonded Indebtedness. The District and City shall meet prior to the payment date to confirm the legal description of the protected properties, the District's current Mill Levy, and the Bonded Indebtedness of these properties.

2. This payment shall be made to the City by the District on or before May 1 of each year beginning May 1, 2000 (for tax year 1999).

## II. AUTOMATIC AID

A. It is understood and agreed that the LaSalle Fire Protection District, in addition to the City of Evans Fire Department, will respond with appropriate units into the territory or service area of the District north of the north bank of the South Platte River as part of the initial structural fire response through automatic dispatching by dispatch personnel.

B. In the event that the appropriate LaSalle fire units are previously committed to other incidents, the LaSalle Fire Protection District will immediately notify the dispatch center of the inability to respond so that alternative units may be dispatched.

## III. MUTUAL AID

A. The District shall in the event there are fires or other emergencies in the territory or service area of the City which are beyond the control of the City, whether because of the use of its equipment at other places or because of the intensity of the emergency, or otherwise, subject to the limitations hereinafter set forth, aid and assist by causing and permitting its fire department and its equipment to be used in responding to emergencies in the territory and service area of the City. Notwithstanding anything herein to the contrary, the District shall be excused from making its equipment and services available to the City in the event of the need for such equipment and/or personnel within the territory and service area of the District or their prior use at any other place.

B. The City shall in the event there are fires or other emergencies in the territory or service area of the District which are beyond the control of the District, whether because of the use of its equipment at other places or because of the intensity of the emergency, or otherwise, subject to the limitations hereinafter set forth, aid and assist by causing and permitting its fire department and its equipment to be used in responding to emergencies in the territory and service area of the District. Notwithstanding anything herein to the contrary, the City shall be excused from making its equipment and services available to the District in the event of the need for such equipment and/or personnel within the territory and service area of the City or their prior use at any other place.

C. The services to be rendered by one party to the other are presumed of equal value, and there shall be no charges made by either party for the services rendered to the other party, except in the event of: 1) third party reimbursement for a hazardous materials incident in accordance with local, state, and federal laws; and/or 2) equipment damage by reason of the action of the other party which loss or damage shall be reimbursed by that other party. If a third party is determined to be at fault or negligent, the parties suffering the damage or loss shall seek recovery from that third party for the loss.

D. Each party shall maintain its equipment and organize its emergency response procedures with both personnel and equipment to the degree necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which the party is organized. Neither party shall be expected to respond to emergency calls when the emergency arises due to a failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the respective demands of the persons and property within each of the party's respective territory and service areas.

IV. SUPERSEDING EFFECT OF THIS AGREEMENT

This agreement shall supersede any prior agreements between the parties hereto.

V. OTHER PROVISIONS

A. Each party shall be responsible for and shall provide Workers Compensation Protection/Insurance and Liability Protection/Insurance for its employees and/or members and shall be responsible for coverage of liability or workers compensation insurance for injuries or action of its own employees and/or members, whether or not they are providing service for the benefit of the City of Evans or LaSalle Fire Protection District.

B. This agreement shall remain in full force for a minimum period of two years from the date of execution. This Agreement may be reviewed thereafter at the request of either the District and/or the City. However, either party hereto may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

C. All notices required under this agreement shall be provided to the respective parties as follows:

City of Evans  
C/O Fire Chief  
1100 37th Street  
Evans, CO 80620-2036

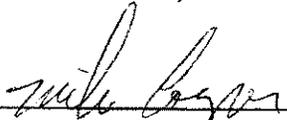
LaSalle Fire Protection District  
C/O Fire Marshal  
P.O. Box 414  
LaSalle, CO 80645

D. The City's Fire Chief and the District's Board of Directors may establish procedures and protocols for the carrying out of this Agreement, however, no such procedure or protocol shall be contrary to or supersede the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of February, 1999.

CITY OF EVANS, COLORADO

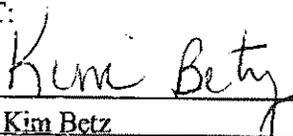
LASALLE FIRE PROTECTION DISTRICT

BY   
NAME Mike Cooper  
TITLE Mayor  
ADDRESS 1100 37th Street  
Evans, CO 80620

By:   
Chairman

(SEAL)

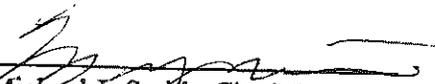
ATTEST:

By:   
NAME Kim Betz  
TITLE City Clerk

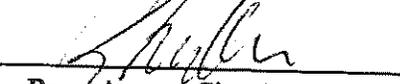
ATTEST:

By:   
Secretary

APPROVED AS TO SUBSTANCE:

By:   
Michael J. Smith, City Manager

APPROVED AS TO LEGAL FORM:

By:   
Russ Anson, City Attorney

IN THE DISTRICT COURT IN AND FOR THE  
COUNTY OF WELD AND STATE OF COLORADO  
CIVIL ACTION NO. 14666

IN THE MATTER OF THE ORGANIZATION )  
OF THE LA SALLE FIRE PROTECTION )  
DISTRICT )

FINDINGS AND DECREE

Now on this 3rd day of April, 1961, the petition in the above entitled action comes on to be heard, petitioners appearing by their attorney, William E. Bohlender, the appearance and objections of Chris Lorenz on behalf of himself and all others similarly situated having been withdrawn by his attorneys David J. Miller and Robert A. Ruyle, and the Court having examined the files and records herein and having heard and considered the evidence and being now fully advised, DO TH FIND:

FINDINGS OF FACT

That the petition for organization of the La Salle Fire Protection District has been signed and presented in full conformity with the provisions of the laws of the State of Colorado; that the allegations of the petition are true; that no protesting petitions have been filed; that notice has been given in compliance with the law; that the Board of Directors as set forth in the petition are taxpaying electors and are competent to act upon their filing oath of office and corporate surety bond in the amount and form herein fixed by the Court; that the boundaries and name of the district are adequate; that the Court has full and complete jurisdiction; that no tract or parcel of real estate used for manufacturing, mining, railroad or industrial purposes, which, together with the buildings, improvements, machinery and equipment thereon situated, having an assessed valuation in excess of Twenty-five Thousand Dollars (\$25,000.00) at the date of filing the petition herein may be included in the District unless written consent is filed by the owners thereof; that no consents have been filed herein; and that a decree forming said District shall be entered.

CONCLUSIONS OF LAW

1. That the proceedings herein and the notice and manner, form and proof of such notice is regular and in accordance to law.
2. That the Court now has full and complete jurisdiction of the subject matter.
3. That the petitioners are entitled to the formation of the La Salle Fire Protection District pursuant to the laws of the State of Colorado.

WHEREFORE, the Court directs the entry of Judgment and Decree herein and enters the same as follows:

JUDGEMENT AND DECREE

IT IS HEREBY DETERMINED, ADJUDGED AND DECREED:

1. That the La Salle Fire Protection District is hereby declared organized.
2. That the corporate name of said District shall be "La Salle Fire Protection District."



6. The outside boundaries of the District are as follows: Beginning at the southeast corner of Section 13, Township 5 North, Range 65 West of the 6th P.M., thence south along the west line of Section 19, Township 5 North, Range 64 West of the 6th P.M. to the Union Pacific Railroad Company right-of-way; thence southwest along said Union Pacific Railroad Company right-of-way to the northwest corner of the southwest quarter of the northeast quarter of Section 25, Township 5 North, Range 65 West of the 6th P.M.; thence south along the west line of the east half of said Section 25 to the south line of said Section 25; thence south along the west line of the northeast quarter of Section 36, Township 5 North, Range 65 West of the 6th P.M. to the southwest corner of the northeast quarter of said Section 36; thence east along the south line of the northeast quarter of said Section 36 to the southeast corner of the northeast quarter of said Section 36; thence south along the west line of Section 31, Township 5 North, Range 64 West of the 6th P.M. to the southwest corner of said Section 31; thence south along the west line of Sections 6, 7, 18 and 19, Township 4 North, Range 64 West of the 6th P.M. to the southwest corner of said Section 19; thence east along the south line of said Section 19 to the southeast corner of the southwest quarter of said Section 19; thence south along the west line of the northeast quarter of Section 30, Township 4 North, Range 64 West of the 6th P.M. to the southwest corner of said northeast quarter; thence west along the north line of the northeast quarter of the southwest quarter of said section 30 to the northwest quarter corner of said northeast quarter of the southwest quarter; thence south along the west line of the east half of the southwest quarter of Section 30; to the southwest corner of said east half of the southwest quarter of Section 30; thence west along the north line of Section 31, Township 4 North, Range 64 West of the 6th P.M. to the northwest corner of said Section 31; thence south along the west line of said Section 31 to the southwest corner of said Section 31; thence south along the west line of Sections 6, 7, 18 and 19, Township 3 North, Range 64 West of the 6th P.M. to the southwest corner of Section 19, Township 3 North, Range 64 West of the 6th P.M.; thence west along the south line of Section 24, Township 3 North, Range 65 West of the 6th P.M. to the southwest corner of said Section 24; thence north along the west line of Section 24 to the northwest corner of said Section 24; thence west along the south lines of Sections 14, 15, 16 and 17, Township 3 North, Range 65 West of the 6th P.M. to the southwest corner of Section 17, thence north along the west line of Sections 17, 8 and 5 to the northwest corner of said Section 5, Township 3 North, Range 65 West of the 6th P.M.; thence west along the south line of Section 31, Township 4 North, Range 65 West of the 6th P.M. to the southwest corner of Section 36, Township 4 North, Range 66 West of the 6th P.M.; thence north along the west line of said Section 36 to the southwest corner of the northwest quarter of the northeast quarter of Section 36; thence west to the southwest corner of the northeast quarter of the northeast quarter of Section 35, Township 4 North, Range 66 West of the 6th P.M. north to the north line of Section 35; thence west along the south line of Section 26, Township 4 North, Range 66 West of the 6th P.M. to the southwest corner of the southeast quarter of Section 26; thence north along the west line of the west half of the southeast quarter to the northwest corner of the west half of the southeast quarter; thence west along the north line of the southwest quarter of Section 26, Township 4 North, Range 66 West of the 6th P.M. to the northwest corner of the southwest quarter; thence north along the west line of Section 26 to the northwest corner of said Section 26; thence west along the south line of Section 22, Township 4 North, Range 66 West of the 6th P.M. to the intersection of the Union Pacific Railroad Company right-of-way with the south line of Section 22.

Company right-of-way to the intersection of said railroad right-of-way with the north line of the southeast quarter of Section 22, Township 4 North, Range 66 West of the 6th P.M.; thence west along the north line of the southeast quarter to the center of Section 22; thence north along the north and south center line of said Section 22 to the northeast corner of the southeast quarter of the northwest quarter of Section 22; thence west along the north line of the south half of the northwest quarter to the northwest corner of the southwest quarter of the northwest quarter of said Section 22, Township 4 North, Range 66 West of the 6th P.M.; thence north along the west line of Sections 22, 15 and 10 to the west quarter corner of Section 10, Township 4 North, Range 66 West of the 6th P.M.; thence east along the north line of the southwest quarter to the southeast corner of the northwest quarter of Section 10; thence north along the east line of the northwest quarter to the southeast corner of the southwest quarter of Section 3, Township 4 North, Range 66 West of the 6th P.M.; thence west along the south line of Sections 3 and 4 to the south quarter corner of Section 4, Township 4 North, Range 66 West of the 6th P.M.; thence north on the north-south center line of Section 4 to point of intersection of center line and south bank of the South Platte River, thence northeasterly along south bank of the South Platte River across Sections 4 and 3, Township 4 North, Range 66 West of the 6th P.M. to point of intersection of said south bank and north-south center line of Section 3, Township 4 North, Range 66 West of the 6th P.M.; thence north on center line to southeast corner of the southwest quarter of Section 34, Township 5 North, Range 66 West of the 6th P.M.; thence north on the west line of the southeast quarter of Section 34, Township 5 North, Range 66 West of the 6th P.M. to the northwest corner of the southeast quarter of said Section 34; thence east on the south line of the northeast quarter of Section 34, to the southeast corner of the northeast quarter of Section 34; thence north on the west line of Section 35, Township 5 North, Range 66 West of the 6th P.M. to the northwest corner of Section 35; thence east on the north line of Section 35 to the southeast corner of the southwest quarter of Section 26, Township 5 North, Range 66 West of the 6th P.M.; thence north on the north-south center line of Section 26 to the northeast corner of the northwest quarter of said Section 26; thence east on the north line of Sections 26 and 25 to the northeast corner of Section 25, Township 5 North, Range 66 West of the 6th P.M.; thence east along the north line of Section 30, Township 5 North, Range 65 West of the 6th P.M. to the northeast corner of the northwest quarter; thence south along the west line of the northeast quarter to the center of said Section 30; thence east along the east and west center line of Section 30 to the intersection of the South Platte River and the east and west center line of Section 29, Township 5 North, Range 65 West of the 6th P.M.; thence northeasterly along the south bank of the South Platte River through Sections 29, 28, 21, 22 and 15 to the east line of Section 15 at the intersection of the South Platte River and Highway #34; thence southerly along the south side of U.S. Highway #34 to the intersection of the south line of Section 14 and said Highway #34; thence east along the south line of Sections 14 and 13 to the point of beginning, excluding any lands within the corporate limits of the Town of Evans, Colorado.

Done in Open Court this 3rd day of April, 1961.

EXCLUSIONS TO FOLLOW

DISTRICT COURT, COUNTY OF WELD, COLORADO  
Case Number 14666  
ORDER FOR EXCLUSION OF TERRITORY  
IN THE MATTER OF THE LA SALLE FIRE PROTECTION DISTRICT

THIS MATTER having come before the Court this 23rd day of March, 1983, on the Order of the Board of Directors of the La Salle Fire Protection District and the Court being fully advised in premises;

DOTH ORDER, ADJUDGE AND DECREE, pursuant to C.R.S. 32-1-501, 1973, as amended, that the following described real property be excluded from the La Salle Fire Protection District, to wit:

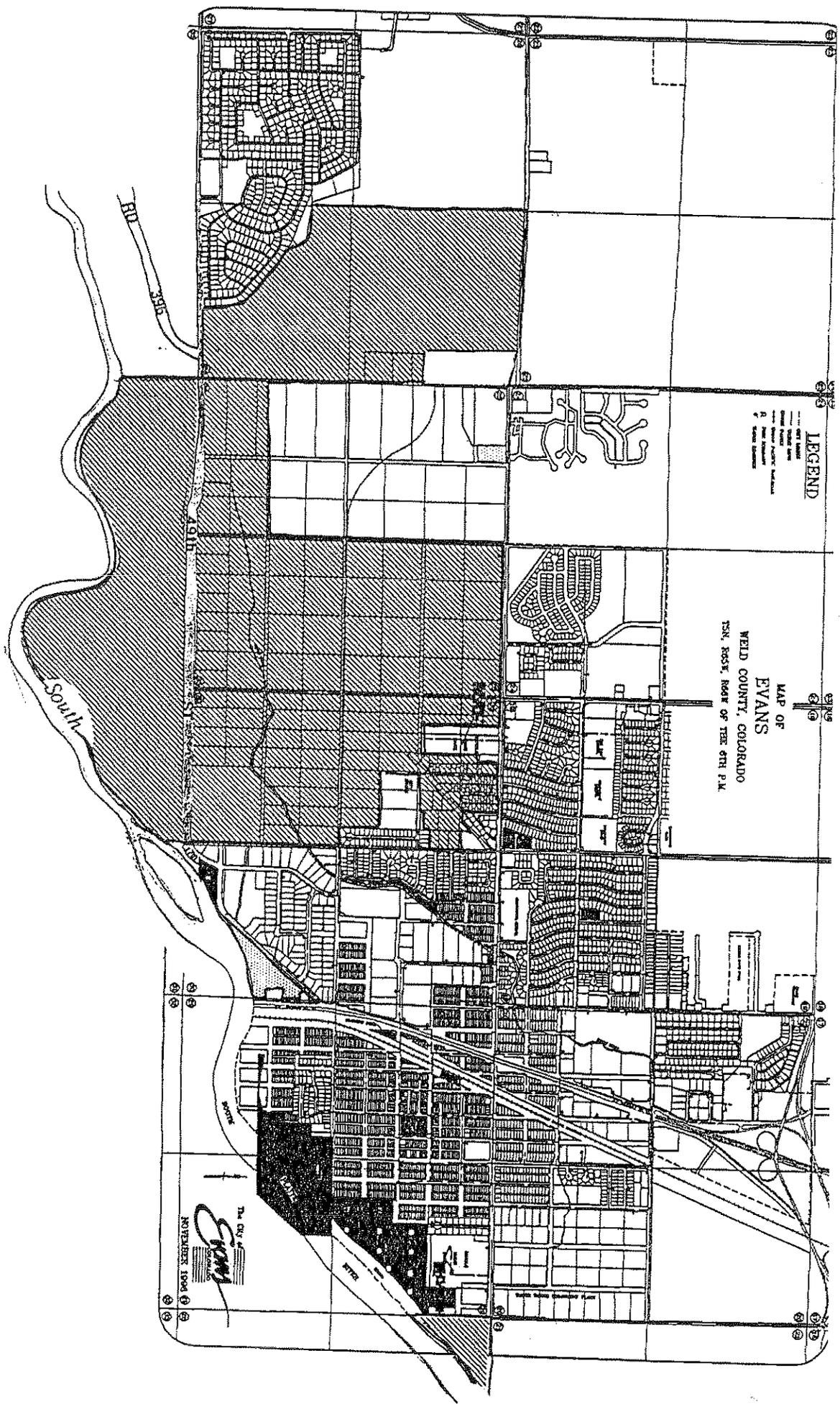
A parcel of land located in the east 15 acres of Lots Two (2), Three (3), Six (6) and Seven (7) and the North Half (N 1/2) of the West Half (W 1/2) of Lot One (1) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Five (5) North, Range Sixty-five (65) West of the Sixth (6th) P.M., in the Town of Evans, County of Weld, Colorado and being more particularly described as follows:

Beginning at the northwest corner of said Section 30 and considering the north line of said Section 30 to bear south 89 degrees 15' 00" east with all other bearings described herein being relative thereto; thence south 89 degrees 15' 00" east along said north line of said Section 30 a distance of 484.73 feet to the True Point of Beginning; thence continuing south 89 degrees 15' 00" east along said north line of said Section 30 a distance of 656.16 feet; thence south 00 degrees 03' 40" west 331.08 feet; thence north 89 degrees 16' 40" west 162.67 feet to a point on the east line of said Lot 2; thence south 00 degrees 00' 40" west along the east line of Lots 2 and 7 a distance of 993.51 feet to the southeast corner of Lot 7; thence north 89 degrees 25' 00" west along the south line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 30 a distance of 492.92 feet; thence north 00 degrees 00' 00" east 1,326.10 feet to the True Point of Beginning.

DONE IN OPEN COURT this 23rd day of March, 1983.

BY THE COURT:

-----  
Robert A. Behrman, District Judge



**LEGEND**

- City Limits
- Water
- Sewer
- Gas
- Electric
- Telephone
- Railroad
- Street
- Alley
- Lot
- Block
- District
- Precinct
- Ward
- County
- State
- Federal

**MAP OF  
EVANS  
WELD COUNTY, COLORADO**  
T.M. ROSS, ROSS OF THE 6TH P.M.

**The City of  
Evans**  
NOVEMBER 1906