

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION,
AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES**

THIS FIRST AMENDMENT to Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees ("**Amendment**") is made and entered into this 20th day of May, 2019 by and between the Evans Fire Protection District ("**District**") and the City of Evans ("**City**"). The District and City are referred to collectively as the Parties or individually as a Party.

I. RECITALS

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees effective December 6, 2016 ("**Agreement**"). A copy of the Agreement is attached as Exhibit A; and

WHEREAS, the Parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and this Amendment, the Parties agree as follows:

II. AGREEMENT

1. Paragraph 2(a) is revised in its entirety to read:

a. The City agrees to impose the District Impact Fee on new development within the City in accordance with the Impact Fee Schedule attached as Attachment 1, subject to inflation as set forth herein. The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the City on or after January 1, 2017. In the event that City Council approves adjusting the separate City impact fees assessed and collected by it under the City's Municipal Code by the amount of any increase in the Engineering News Record Construction Index ("Inflationary Adjustment"), then the City Council shall also approve adjusting the fee amounts set forth in the attached Impact Fee Schedule (or any Updated Impact Fee Schedule as defined below) by the same Inflationary Adjustment amount. Any District Inflationary Adjustments pursuant to this Section 2(a) shall be included on, and approved by the City Council as part of, the City ordinance making the City Inflationary Adjustments under the City's Municipal Code.

2. The last sentence of Paragraph 2(b) is revised to read:

Unless the City objects to the Updated Impact Fee Schedule in accordance with Section 5 below, the Updated Impact Fee Schedule shall be effective January 1 of the following calendar year.

3. The Evans Fire Protection District Impact Fee Form attached to this Addendum as Exhibit A shall be attached to the Agreement as the new Attachment 2.

4. The last sentence of paragraph 3(d) is revised to read:


For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the District and the developer for such construction or conveyance.


5. All other provisions of the Agreement shall remain in full force and effect as written and are unaffected by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment.

CITY OF EVANS,
a Colorado municipal corporation

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

By: , Mayor

By: 
Mary Achziger, President

Date: 7/2/19

Date: _____

ATTESTED:

, City Clerk

ATTESTED:


Steve Bernardo, Board Secretary

