

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO  
PROVIDE FIRE PROTECTION SERVICES**

This **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES** (“First Amendment”) is made and entered into as of the date set forth on Denver’s signature page below, by and between the SKYLINE FIRE PROTECTION DISTRICT (“District”) and the CITY AND COUNTY OF DENVER (“Denver”), hereafter being referred to jointly as “Parties” and singularly as “Party.”

**RECITALS**

WHEREAS, the Parties entered into the Intergovernmental Agreement for Fire Protection Services on August 5, 2008 (the “Agreement”), which calls for Denver to provide fire protection, emergency medical and rescue resources to the District, which is located within the unincorporated boundaries of Arapahoe County and outside of the jurisdictional boundaries of Denver; and

WHEREAS, the Agreement called for an initial term of five and one-half years, expiring on December 31, 2014, and subject to renewal pursuant to the terms of the Agreement (the “Initial Term”); and

WHEREAS, the District wishes to initiate renewal of the Initial Term of the Agreement, and modification of certain of its terms, with this First Amendment; and

WHEREAS, Denver also desires to continue providing service to the District pursuant to the Agreement and this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Term. Section 2.1 of the Agreement, “Term,” is revised as follows:

The Term of the Agreement commenced on the 1<sup>st</sup> day of August, 2008, and is continuing through the 31<sup>st</sup> day of December, 2014 and shall be renewed by this First Amendment for ten (10) years, commencing as of January 1, 2015 and continuing through December 31, 2025, unless earlier terminated as provided in the Agreement and subject to budget and annual appropriation of funds therefor. Thereafter if this Agreement is still in effect, the Agreement (as amended) may be renewed for additional ten-year terms as provided in the Agreement.

2. Skyline Fire Personnel. Section 4 of the Agreement, “Skyline Fire Personnel,” is deleted as no longer applicable.

3. Fire Prevention. Section 5 of the Agreement, “Fire Prevention,” is revised as follows:

(a) Fire Inspections. Section 5.1 is revised to read as follows:

Skyline performs inspections of and fire prevention activities for all commercial occupancies within the District boundaries. Denver Fire agrees to perform other related fire prevention services in collaboration with the Skyline fire marshal. In addition, Denver Fire agrees to perform other non-commercial fire safety inspections at a level equivalent to the inspection services Denver Fire provides within Denver (“Inspections”). In the event any Inspections should result in discovery of Fire Code violations, Denver Fire will promptly notify the District Board of Directors or the District fire marshal of such violations, and Denver Fire will cooperate with and support any investigation or prosecution of such Fire Code violations by the appropriate authorities in Arapahoe County.

(b) Plan Reviews. Wherever in Section 5.2 the District “Board of Directors” is referenced, such reference shall be replaced by “the District Board of Directors in conjunction with the Fire Marshal”.

(c) Fire Code. Section 5.3 is revised to delete the first sentence and replace it with the following:

Currently Skyline has adopted the 2009 International Fire Code (“IFC”) and Denver Fire agrees to enforce the 2009 IFC; however Denver Fire shall have the right to administer the IFC within Skyline in accordance with the procedures and criteria set forth in Denver’s amendments and adoption of the IFC.

The remainder of Section 5.3 shall remain unchanged.

4. American LaFrance Fire Truck. Section 8.2 is deleted in its entirety, subject to the Parties’ confirmation that the 2006 American LaFrance engine (the “Vehicle”) is and shall be formally transferred to Denver within thirty (30) days of the execution of this First Amendment. Following transfer of the engine via a bill of sale, Denver shall be solely responsible for the upkeep, maintenance, insurance, and liabilities associated with the Vehicle. Until such time as title for the Vehicle is transferred, Section 8.2 shall remain in effect.

5. Payments by Skyline. Section 9 of the Agreement, “Payments by Skyline,” is revised as follows:

(a) Section 9.1, “Annual Payments,” is revised to read as follows: “

On an annual basis, Skyline shall pay to Denver the amount of revenue generated by the collection by the District of 9 mills of tax revenue, calculated by

multiplying the assessed valuation for the District in the current collection year by 9 mills, which amount of revenue shall be no less than Two Hundred Ten Thousand Dollars (\$210,000.00) per annum (the "Annual Payment"). Payment shall be made to Denver in full on or before July 31st of the year in which the Annual Payment is made. If the Annual Payment, or any portion of it, is not received by August 10 in any given year, interest shall accrue on the unpaid portion of the Annual Payment at a rate of 12% per annum.

(b) Section 9.2, "2008 Abatement," is deleted as no longer applicable.

(c) Section 9.3, "2009 Reduced Payment," is deleted as no longer applicable.

6. Notices. Section 12 of the Agreement, "Notices," is amended to add the additional notice address for Skyline as follows:

Skyline Fire Protection District  
c/o Darcy Beard  
20363 East Top T Ranch Place  
Parker, CO 80134  
Phone: 303-841-3474

7. Miscellaneous. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment will govern and control.

8. Other Provisions Unaffected. Except as expressly identified herein, all other provisions of the Agreement shall be unchanged and shall remain in full force and effect and are hereby ratified and affirmed by Denver and the District

9. Counterparts. This First Amendment may be executed in any number of identical counterparts, all of which, when taken together, shall constitute a single binding original, notwithstanding that no such counterpart may be executed by all of the parties hereto.

10. Electronic Signatures and Electronic Records. The District consents to the use of electronic signatures by Denver. The First Amendment may be signed electronically by Denver in the manner specified by Denver. The Parties agree not to deny the legal effect or enforceability of the First Amendment solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the First Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to the Intergovernmental Agreement to Provide Fire Protection Services effective as noted first above.

SKYLINE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Eric Prouty, Chairman

Attest:

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

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: FIRES-RC87006-01

Contractor Name: Skyline Fire Protection District

By: Erik Prody

Name: Erik Prody  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: [Signature]

Name: Bobo I. Albers  
(please print)

Title: Vice President  
(please print)



IN WITNESS WHEREOF, the parties have duly executed this First Amendment to the Intergovernmental Agreement to Provide Fire Protection Services effective as noted first above.

SKYLINE FIRE PROTECTION DISTRICT

By: *Eric Prouty*  
Eric Prouty, Chairman

Attest:

*[Signature]*  
~~Secretary~~ *Via President*

