



# **Special Joint Study Session between the Town Board of Trustees and Estes Valley Fire Protection District Board of Directors**

**July 15, 2025 from 3:00 p.m. – 4:30 p.m.**

Town Hall Board Room, 170 MacGregor Ave, Estes Park

## **Accessibility Statement**

The Town of Estes Park is committed to providing equitable access to our services. Contact us if you need any assistance accessing material at 970-577-4777 or [townclerk@estes.org](mailto:townclerk@estes.org).

## **Meeting Participation**

This meeting will be streamed live & available on the [Town YouTube page](#). Click on the following links for more information on [Digital Accessibility](#), [Meeting Translations](#).

## **Public comment**

Public comments are not typically heard at Study Sessions, but may be allowed by the Mayor with agreement of a majority of the Board.

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## **Agenda**

3:00 p.m.	Discussion of Town Sales Tax Support for the Estes Valley Fire Protection District
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Informal discussion among Trustees and staff concerning agenda items or other Town matters may occur before this meeting at approximately 2:45 p.m.



# Report

To: Honorable Mayor Hall & Board of Trustees

From: Town Administrator Machalek

Department: Town Administrator's Office

Date: July 15, 2025

Subject: Discussion of Town Sales Tax Support for the Estes Valley Fire Protection District

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**Objective:**

This is for Town Board/Estes Valley Fire Protection District Board discussion only. No packet material has been provided outside of the existing Intergovernmental Agreements between the Town and the Estes Valley Fire Protection District related to the Town's contribution of sales tax to the District.

**Attachments:**

1. 2009 Intergovernmental Agreement for Continuing Operations Between the Town of Estes Park and the Estes Valley Fire Protection District
2. 2014 Amendment to Intergovernmental Agreement for Continuing Operations between the Town of Estes Park and the Estes Valley Fire Protection District

**INTERGOVERNMENTAL AGREEMENT FOR CONTINUING OPERATIONS BETWEEN THE  
TOWN OF ESTES PARK AND THE ESTES VALLEY FIRE PROTECTION DISTRICT**

**THIS AGREEMENT**, effective this 8<sup>th</sup> day of DECEMBER 2009, is by and between the **ESTES VALLEY FIRE PROTECTION DISTRICT**, a Colorado Special District, ("District" and "EVFPD") and the **TOWN OF ESTES PARK**, a Colorado Municipal Corporation, ("Town").

**RECITALS:**

**WHEREAS**, the District was organized by order of the Larimer County District Court dated November 17, 2009 for the purpose of providing fire protection, fire suppression and rescue services to properties located within the District; and

**WHEREAS**, the boundaries of the District extend beyond the Town in unincorporated Larimer County and include all properties located within the Town having a total area of about 66.3 square miles; and

**WHEREAS**, the parties recognize the value of entering into this Intergovernmental Agreement for the mutual benefit of both parties; and

**WHEREAS**, both parties mutually agree that it is necessary to work together in good faith to provide needed fire protection, fire suppression and rescue services to properties located within the District consistent with the financial resources of the parties; and

**WHEREAS**, both parties understand that the Town receives sales tax revenues from the State approximately forty five days following the end of the month in which the taxes were paid by the consumer; and

**WHEREAS**, the District has the lawful authority to provide fire suppression, fire prevention and rescue services within the District; and

**WHEREAS**, Section 29-1-203, C.R.S., provides that the parties may cooperate or contract with one another to provide functions and services lawfully authorized to the individual entities; and

**WHEREAS**, the parties mutually agree to share the costs of all operations and other expenses of the Estes Park Fire Department and its successors; and

**WHEREAS**, the parties have determined to enter into this Intergovernmental Agreement for the purpose of providing the terms and conditions for the provision of fire suppression, fire prevention and rescue services by the Estes Park Fire Department and its successors to the District; and

**WHEREAS**, pursuant to the applicable statutes of the State of Colorado, the parties hereto are authorized to enter into this Intergovernmental Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE DISTRICT AND THE TOWN AGREE AS FOLLOWS:**

The Recitals set forth above are hereby incorporated into the terms and conditions of this Agreement.

1. This Agreement is for the calendar years 2010 and subsequent years subject to the termination and budget provisions of Paragraphs 16 and 17 of this Agreement. This Agreement shall automatically renew for an additional one year period on January 1 of each calendar year unless terminated by either party pursuant to Paragraph 16 of this Agreement.
2. This agreement shall become effective on January 1, 2010 immediately upon the termination of the IGA dated December 8, 2009 between the District and the Town which specifies the agreements for the transition period until the newly formed District has financial viability.
3. The District shall collect *ad valorem* taxes on properties within the District, as described in the Service Plan for the Estes Valley Fire Protection District, to pay for a portion of the services described herein.
4. Within the first ten (10) business days of January 2010, the Town shall make the first payment to the District in the amount of one-half of seven percent (7%) of the total estimated sales tax receipts of the Town for the calendar Year 2010.
5. Within ten (10) business days following September 15, 2010, the Town shall make payment to the District in the amount of seven percent (7%) of the actual sales tax revenue for the calendar month of July 2010, with an adjustment to correct for any difference between the January 2010 payment, based on estimated revenue, and the actual sales tax revenues for the months of January through June 2010.
6. For each calendar month subsequent to September 2010, within ten (10) business days of the receipt of sales tax revenue from the State, the Town shall make payment to the District in the amount of seven percent (7%) of the actual sales tax revenue for said month.
7. The Town shall transfer ownership of all Town-owned assets of the Fire Department, including vehicles, to the District when this agreement becomes effective. The vehicles shall be transferred to the District As-Is with no warranty except the Town shall assign any warranties on any vehicles to the District if said warranties are still in force and effect.
8. The Town shall allow the District to occupy and use the Dannels Fire Station. The District shall comply with all of the terms and conditions of the Special Use Permit between the United States Department of the Interior and the Town dated April 29, 1996, Special Use Permit 6-LM-60-L3717; except that the Town shall be responsible for the landscaped area as shown on Exhibit 4 of the Special Use Permit.

9. The Town shall provide dispatching and communications services to the fire department for an appropriate annual amount to be agreed to by the parties during September of each calendar year for the subsequent year.
10. The District shall provide oversight management of the fire department to maintain, in general and as a minimum, the current level of response to fire and rescue incidents throughout the District which have been provided by the EPFD and the Estes Park Volunteer Fire Department, at the time of execution of this Agreement.
  - a. Each party understands the necessity of maintaining continuing consistent and reliable services to the persons and properties of the District. The District shall consult and inform the Town or Town representatives concerning;
    - i. Changing needs for fire and rescue services throughout the District, and
    - ii. Changes in the level of response to fire and rescue incidents within the District, and
    - iii. Changes and additions of major apparatus, and
    - iv. Changes in stationing of major apparatus within the District.
11. The parties understand and agree that in the event the parties cannot mutually agree on any of the matters of 10.a. above, or other matters pertaining to the business of the District or the operations of the Fire Department, the District may make the final decision, in its sole discretion.
12. The District shall employ the three current Town employees working for the Fire Department being the Chief, Training Officer and the Administrative Assistant. The District shall enter into Employment Contracts with the three individuals for a minimum of thirty-six (36) months beginning January 1, 2010. The terms and conditions of the Employment Contracts shall include a salary equal to or greater than the employee's Town salary, shall contain substantially the same benefits as each employee receives from the Town, and the employee shall be subject to termination and discipline pursuant to the same terms and conditions as set forth in the Town's Personnel Policy in its form on January 1, 2010. The district may establish a District Personnel Policy for the three identified employees following the thirty-six (36) month period.
13. The District shall repay to the Town all loans under the terms of the loan agreements.
14. On January 1, 2010, the District shall assume all responsibility, including financial, for the Fire Department, maintenance and replacement of equipment and apparatus, and all other Fire Department obligations and service obligations set forth in the Service Plan of the District. The only obligation of the Town with regard to provision of fire services within the District shall be the payments described in 4., 5. and 6. herein.
15. The District shall honor all preexisting agreements related to fire and related rescue services between the Town and other governmental entities. Prior to January 1, 2010, the District shall enter into an agreement with Larimer County and the Larimer County Sheriff to replace the agreement dated the 17<sup>th</sup> day of September 2007 between the Town of Estes Park and Larimer County and the Larimer County Sheriff covering fire

protection, fire suppression and rescue services by the Town of Estes Park and the EPFD.

16. Within 90 days of formation, the District's Board of Directors shall execute an intergovernmental agreement with the Larimer County Board of County Commissioners, in a form that is agreeable to both parties, which agreement shall contain, as a minimum, certain provisions that: (i) requires the District to consider and promptly process property owners' petitions for inclusion of property located in the Devil's Gulch/Glen Haven area to ensure that such properties receive adequate fire protection services in a reasonable and cost effective manner; and (ii) requires the District to submit any proposed location/construction of District facilities in the unincorporated portion of the District to the County's land use review process, consistent with applicable Colorado laws and County regulations.
17. Either party may terminate this Agreement by written notice to the other party on or before July 1 of each calendar year. Such termination shall be effective on December 31 of said calendar year.
18. Each party understands and agrees that the sums necessary to provide the services and pay the costs of this Agreement shall be subject to the annual budgetary process of each individual entity. The financial obligations of the parties shall not be deemed to be financial obligations under Article X, Section 20 of the Colorado Constitution. The parties shall have the right to terminate this Agreement in whole (but not in part) under the provisions of Paragraph 17 in the sole event that the party's board of directors or governing body fails to appropriate money sufficient for the continued performance of this Agreement.
19. Indemnification. To the extent permitted by law, the parties hereby covenant and agree to indemnify, defend and hold harmless one another from and against any and all liability, claims, losses, expenses, costs, charges, damages, judgments, obligations, expenses, attorney fees, litigation, and/or demands of any kind whatsoever arising from or due to the indemnifying party's negligence in the performance of its duties under this Agreement.
20. Default and Remedies. In the event of default under this Agreement by either party, the non-defaulting party shall give the defaulting party written notice of said default. The defaulting party shall have thirty (30) days to cure such default. In the event the defaulting party does not cure the default, the non-defaulting party shall be entitled to all remedies available at law or in equity, including reasonable an attorney's fees and costs incurred by the non-defaulting party from said default.
21. Services. The Town shall provide, upon request from the District, accounting, human resource, and vehicle maintenance services from the applicable Town Departments to the District. The cost of said services shall be negotiated annually between the parties.
22. Pension. The Town maintains the Estes Park Volunteer Pension Fund (the "Fund") for the purpose of providing pension benefits pursuant to Section 31-30-1100 et seq. C.R.S. - the Volunteer Firefighter Pension Act. On or before January 1, 2010, the District shall

form a new Volunteer Pension Fund for the District pursuant to the applicable portions of the Volunteer Firefighter Pension Act. On or before January 10, 2010, the Town shall transfer all funds in the Town of Estes Park Volunteer Firefighter Pension Fund to the new Volunteer Pension Fund. Prior to the transfer of the funds, the District, the Town and the New Volunteer Pension Fund shall enter into a separate agreement addressing the following:

- a. The District and the Fund shall agree to continue to pay the same level of pension benefits to all retired Volunteers beginning January 1, 2010.
  - b. The District and the Fund shall recognize all vested years of service of all current Volunteer members of the Department and any inactive or retired members who have not yet received a pension.
  - c. The District and the Fund shall agree to maintain the current pro-rata retirement pension for ten years or more of vested service.
  - d. The District agrees to annually contribute sufficient funds to the New Volunteer Pension Fund to maintain an actuarially sound retirement pension fund to meet the District's and Fund's obligations pursuant to this Paragraph.
  - e. The District and the Fund specifically understand and agree that the Town may have future liability to Volunteer Firefighters who have left the Estes Park Volunteer Fire Department but receive a pension through another Volunteer Pension Fund in the State of Colorado pursuant to Section 31-30-1123 C.R.S. The District and the Fund agree that the funds transferred to the new Volunteer Pension Fund include sufficient funds to cover all of the Town's potential obligations to said Volunteer Firefighters. The District and the Fund shall assume and pay all future obligations of the Town pursuant to this Section.
  - f. The District and the Fund agree to provide yearly financial reports and actuarial studies to the Town for the Town's review with regard to the District and the Fund and their obligations pursuant to the terms and conditions of this Section.
23. All notices, demands or other documents required or desired to be given, made or sent to either party, under this Agreement, shall be made in writing, and shall be deemed effective upon mailing or personal delivery. If mailed, said notice shall be mailed, postage pre-paid, certified mail, return receipt requested as follows:
- |                            |                               |
|----------------------------|-------------------------------|
| EVFPD                      | Town of Estes Park            |
| Attention: Board President | Attention: Town Administrator |
| P.O. Box 1200              | P O Box 1200                  |
| Estes Park, Colorado 80517 | Estes Park, CO 80517          |
24. Nothing in this Agreement shall be deemed a waiver of the defenses and limitations of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq. C.R.S., nor deemed to confer any benefits to any person not a party to this Agreement.

25. This Agreement represents the entire agreement of the parties and any amendment to this Agreement shall be in writing and executed by both parties hereto.
26. The parties enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of the Agreement.

This Agreement shall be governed by the laws of the State of Colorado.



**ESTES VALLEY FIRE PROTECTION DISTRICT**

By: Susan D. Noyes, Pres

**ATTEST:**

Immi Bouse



**TOWN OF ESTES PARK**

By: Chuck Grier

Jessie Williamson  
**Town Clerk**



**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR CONTINUING  
OPERATIONS BETWEEN THE TOWN OF ESTES PARK AND THE ESTES VALLEY FIRE  
PROTECTION DISTRICT**

**THIS AMENDMENT TO AGREEMENT ("Amendment")**, effective this 25<sup>th</sup> day of JUNE 2014, is by and between the **ESTES VALLEY FIRE PROTECTION DISTRICT**, a Colorado Special District, (the "District") and the **TOWN OF ESTES PARK**, a Colorado Municipal Corporation, (the "Town"), (each, a "party" and collectively, the "parties").

**RECITALS:**

**WHEREAS**, the parties entered into the Intergovernmental Agreement for Continuing Operations between the Town of Estes Park and the Estes Valley Fire Protection District effective the 8<sup>th</sup> day of December, 2009 (the "IGA") for the purpose of providing fire protection, fire suppression and rescue services to properties located within the District consistent with the financial resources of the parties; and

**WHEREAS**, the IGA provides for payments by the Town to the District based upon sales tax revenues received by the Town, at a level of seven percent (7%) of such sales tax revenues; and

**WHEREAS**, at the Regular Municipal Election of April 1, 2014, the Town's electors approved an increase in the Town's municipal sales tax from four percent (4%) to five (5%) for ten (10) years commencing on July 1, 2014 (the "Election"); and

**WHEREAS**, the Town's collection of the additional one percent (1%) of sales tax revenue was specifically limited to purposes identified by the Town and approved by the electors, not including District purposes; and

**WHEREAS**, the parties have determined to amend the IGA to address the Town's payment of sales tax revenues to the District pursuant to the Election terms and the deletion of the sections of the IGA that have been completed by the parties.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE DISTRICT AND THE TOWN AGREE AS FOLLOWS:**

The Recitals set forth above are hereby incorporated into the terms and conditions of this Amendment.

1. Section 6 of the IGA shall be amended to add the following language:

Commencing July 1, 2014 and until such time as the additional collection of 1% sales tax receipts is authorized by the Town's electors, the Town's sales tax payments to the District shall be calculated based upon 4/5 of the total sales tax receipts, per month, multiplied by

7%. Said payments shall be made within ten (10) business days of the receipt of sales tax revenue from the State in each month. The parties specifically recognize that the additional 1% of sales tax receipts collected by the Town pursuant to the Election shall be and remain the undivided revenue of the Town and shall not be subject to the allocation created by the IGA or this Amendment.

2. Sections 2, 4, 5, 7, 12, 13, and 16 of the IGA have been completed and shall no longer be of effect.
3. Section 14 shall be amended to read as follows:

Section 14. On January 1, 2010, the District assumed all responsibility, including financial, for the Fire Department, maintenance and replacement of equipment and apparatus, and all other Fire Department obligations set forth in the Service Plan of the District. The only obligation of the Town with regard to provision of fire services within the District shall be the payment described in Section 1 of this Amendment and any other term of the IGA not altered, amended or removed by the parties.

This Amendment shall be effective July 1, 2014.

ESTES VALLEY FIRE PROTECTION DISTRICT

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

ATTEST:

Cynthia A. Deats  
Secretary Deputy Town Clerk



TOWN OF ESTES PARK

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

ATTEST:

Julie W. Williams  
Town Clerk