

**ESTES VALLEY FIRE PROTECTION DISTRICT
SPECIAL BOARD MEETING – ZOOM ONLY**

July 14, 2026
Tuesday, 4:30 pm

AGENDA

1. CALL TO ORDER – President Sandi Smith
2. PLEDGE OF ALLEGIANCE- Chief Jones
3. ROLL CALL- Rebecca Gelsinger
4. APPROVAL OF AGENDA
5. PUBLIC COMMENT * Public comments are limited to 3 minutes per person.
6. ITEMS OF BUSINESS
 - a. Discussion/Action re: Approval of Fire Chief Contract
7. ADJOURNMENT

The Mission of the Estes Valley Fire Protection District is to provide the citizens of and visitors to the Estes Valley with superior fire prevention, fire protection and emergency services in a safe and efficient manner.”

“The Mission of the Board of Directors of the Estes Valley Fire Protection District is to establish policy, goals, strategies and financial leadership that are the foundation for the long-term sustainability of the District.”

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 14, 2026

Agenda Item #4

Agenda Title:

Discussion/action re: Agenda

Submitted by:

Sandra Smith, Board President

Background Information:**Attachments:**

☒ Agenda

☐ Resolution

☐ Letter

☐ Minutes

☐ Contract

☐ Other

☐ Report

☐ Map

Board Action Needed

A motion to (approve, deny, or modify) the agenda for the July 14, 2026, special board meeting.

Sandra Smith

Yes

No

Scott Dorman

Yes

No

Ryan Leahy

Yes

No

Jeff Robbins

Yes

No

Jon Smith

Yes

No

**FIRE CHIEF
EMPLOYMENT AGREEMENT**

ESTES VALLEY FIRE PROTECTION DISTRICT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this ____ day of July 2026, by and between the Estes Valley Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), and Kevin Nunn ("Employee.") The District and Employee may hereinafter be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. The District desires to employ Employee to provide services as the District's Fire Chief and to establish certain conditions of employment and set working conditions pursuant to the terms of this Agreement.

B. The Employee desires to accept such employment with the District as Fire Chief, pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual undertakings contained herein, the District and Employee agree as follows:

1. Job Responsibilities. The Employee is employed as Fire Chief of the District to perform the functions and duties described in Exhibit A, attached hereto and incorporated herein, which may be amended by the Board of Directors of the District (the "Board") from time to time as it deems appropriate, and to perform such other duties, functions and obligations as the District may assign employee from time to time. The Employee agrees that he will, at all times, faithfully, industriously, and to the best of his ability, expertise, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms herein to the reasonable satisfaction of the Board. The Employee agrees to devote the amount of time and energy that is reasonably necessary for him to perform his duties.

2. Term. Subject to the annual budget of the District and the appropriation of funds related to the Employee's duties hereunder, the Term of the Agreement shall be for a period of one (1) year commencing on the Effective Date ("Term"), unless sooner terminated as hereinafter provided. No later than July 1 of each calendar year, the Parties should meet to discuss whether the Agreement should be renewed upon the expiration of the Term, and if so, whether any of the terms contained in this Agreement should be modified. This Agreement will automatically renew at the expiration of the Effective Date unless otherwise modified or terminated.

3. Employment-At-Will. Notwithstanding anything in this Agreement to the contrary, the Employee understands and agrees that he shall serve at the will of the District's Board of Directors and that his employment with the District remains at-will.

4. Base Salary. The District shall pay Employee a base salary of \$155,000 annually (“Base Salary”), less withholdings for state and federal taxes, retirement contributions, insurance, and other deductions, as applicable. The District’s Board of Directors has the discretion to modify this base salary annually or at any other point it deems appropriate. The Fire Chief position is exempt under the Fair Labor Standards Act and, as such, the Employee shall not be eligible for overtime compensation.

5. Benefits. The District agrees to pay and/or reimburse Employee for the following additional items:

(a) Personnel Manual. The Employee shall be entitled to all benefits the District provides to paid employees, as set forth in the District’s Personnel Manual (the “Personnel Manual”), as may be amended from time to time; provided, however, that the Employee must obtain Board approval prior to using vacation time. The Personnel Manual is incorporated herein by reference. Where the terms of this Agreement conflict with the terms of the Personnel Manual, this Agreement shall control.

(b) Conferences, Seminars and Memberships in Professional Organizations. The District shall pay for registration, travel, lodging and food expenses for the Employee to attend training seminars and conferences as approved in advance by the Board and provided for in the District’s budget. Furthermore, the District shall pay for the Employee’s membership(s) in appropriate professional organizations as approved in advance by the Board and provided for in the District’s budget. If Employee is invited to speak at any professional conferences or seminars the Board, at its discretion, may approve reasonable paid leave for the Employee for such events.

(c) Physical and Psychological Exam. The District reserves the right to require physical or psychological examinations of the Employee at the District’s expense, in accordance with the Personnel Manual.

(d) Performance Reviews. The Board will complete a one-time 90-day check-in with Employee in or around mid-October 2026 and will conduct its first comprehensive review with the Employee in January 2027. Thereafter, the Board will conduct annual performance reviews with the Employee in or around January of each year. The Board may consider adjustments in pay, merit increases to the Base Salary, and bonuses as part of the annual review process or at any time the Board determines appropriate.

(e) Vacation, Holiday Pay, Sick Days, Deaths, Jury Duty. The Employee shall accrue pay and leave allowances for vacations, holiday pay, sick days, deaths, and jury duty per the Personnel Manual. The Employee shall be allowed to carry over leave and receive any leave payout per the Personnel Manual.

(f) Vehicle. The District shall provide to the Employee a vehicle registered and insured in accordance with Colorado law for use within the scope of his job description and responsibilities. The Employee shall use the vehicle when he is performing work for the District and is encouraged to use the vehicle when he is driving within District boundaries. Any personal use of the vehicle, such as vacation or personal activities that, as a practical matter, create

conditions under which there is no reasonable expectation of the Employee being able to perform District duties is prohibited.

(g) Retirement and Deferred Compensation Plan. The District participates in the Fire and Police Pension Association Plan, which is a Defined Benefit Matching Plan with contributions set forth by the District's FPPA Plan Documents.

(h) Health and Dental Insurance. The District shall provide health, dental and vision insurance, and employee assistance program for the Employee with the same group insurance plan provided for all the District's employees and subject to the terms as provided in the Personnel Manual.

(i) Life and Disability Insurance. The District shall provide accidental death and disability insurance through the Fire and Police Pension Association with all limits and coverage governed by the Plan Documents and Colorado law.

(j) Uniforms. The District shall provide Employee with a uniform allowance consistent with the District's Uniform Policy.

(k) Post-Retirement Healthcare. Employee may be entitled to some continued medical insurance benefits should he qualify as set forth in the District's Personnel Manual.

(l) Phone and Laptop. The District shall provide a phone and laptop to Employee for the purpose of conducting District business which shall be used in accordance with the terms and conditions set forth in the Personnel Manual.

(m) Emergency Leave. Upon request, the Board may, in its discretion, permit Employee to take paid emergency leave to take care of family or related matters that require immediate attention and/or travel out of the state.

6. Residency. The Employee is the District's figurehead and primary representative in the community. The Employee is also required to respond to major incidents, including emergencies, and acts as a conduit and interfaces with the community, community leaders, and other elected officials on behalf of the District. Further, the Employee is expected to have familiarity and community visibility within the District. Consequently, Employee shall live within the District's boundaries as soon as possible, but in no instance shall the Employee live outside of the District's boundaries for more than six (6) months during his relocation to the District.

7. Annual Physical Exam. The Employee shall comply with the Personnel Manual regarding annual physical examinations.

8. Termination.

(a) Termination Without Cause. Notwithstanding any provision of this Agreement to the contrary, Employee and the District understand and agree that Employee shall be employed at the will and pleasure of the Board of Directors of the District. The District may terminate Employee's employment and this Agreement for any or no reason upon, a vote of a majority of the members of the Board of Directors.

(b) Severance/Termination Without Cause. In the event Employee is terminated as described above and in this subsection without cause, the District, in consideration of Employee's commitment, agrees to pay the Employee an early termination payment equal to the Employee's Base Salary at the time of termination for twelve (12) months, except that, in the event that Employee is terminated without cause within one year of the commencement of his duties pursuant to this Agreement, no such severance will be owed or paid. In exchange for the District's payment of such severance, Employee hereby forever, unequivocally and unconditionally releases the District from and covenants not to sue or assert against the District or any of its officers, agents, directors, and employees any and all causes of action, whether at law or in equity, at common law and under applicable federal or state statute, pertaining to or arising from the employment relationship of the Parties and the ending of such employment relationship as a termination without cause. The obligations of this paragraph are self-executing without any additional consent, action or agreement needed or required by Employee or District.

(i) For purposes of this Agreement, the following shall be considered termination without cause:

(1) the Board of Directors acts to substantively reduce the role, powers, duties, authority, or responsibilities of the Employee's position;

(2) the District reduces the Base Salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of department heads (regardless of actual title) within the District;

(3) the District is in breach of this Agreement, and such breach has not been reasonably cured within thirty days of written notice from the Employee.

(c) Termination for Cause. In addition, the District may terminate this Agreement and the employment of Employee for cause upon a vote of a majority of the members of the Board of Directors, effective immediately upon written notice to Employee, with the District's only obligation being the payment of compensation earned as of the date of termination. For purposes of this Agreement, "cause" shall be defined as including any of the following acts of the Employee:

(i) Any material violation of the terms of this Agreement;

(ii) Conduct by Employee, which is fraudulent or dishonest, including the Employee's intentional failure to provide known information to the Board of Directors that is material to its actions, as determined by the Board in its sole discretion; or

(iii) Employee's conduct that, if proven, would constitute a criminal offense evidencing poor character or judgment, or moral turpitude, where the Board finds that there is reason to believe that such conduct occurred; or

(iv) Inadequate performance of duties such as negligence, malfeasance, misfeasance, or nonfeasance in office; intentional or negligent violation of state or federal civil rights; or

(v) The employee's failure, in the judgment of the Board, to perform at the standard required of the Fire Chief under the terms of this Agreement; or

(vi) A breach that results in a material injury or damage to the financial or ethical welfare or public confidence of the District by Employee's negligence, misconduct, inabilities or inattention to Employee's duties and responsibilities under this Agreement including engaging in any activity that the Board of Directors determines poses a serious and substantial conflict and is detrimental to the interests of the District; or

(vii) Engaging in any of the following specific forms of misconduct while on or off duty: conviction of a felony; embezzlement, theft or material destruction of the District's property, funds, and/or time; the use of any illegal controlled substance during any work activity, or appearing on the District's property or performing services while intoxicated or under the influence of alcohol or drugs not prescribed by a physician or after having abused prescribed medications; conviction or a plea of guilty or nolo contendere to driving while ability impaired or driving under the influence; any illegal use of any controlled substance; illegal gambling on the District's premises; discriminatory behavior toward, or harassment or abuse of, any person, that is prohibited by the District's Equal Employment Opportunity/ADA/Harassment Policy or any successor policy, or Federal or State law; dishonesty, including, without limitation, falsifying any document prepared in anticipation of, in connection with or as a result of Employee's employment by the District; or any other act or offense described in the District's policies and procedures which would normally result in the termination of employment of any employee of the District.

9. Resignation. The Employee may voluntarily resign his employment with the District upon eight (8) weeks advance written notice; provided, however, that the District may require the Employee to discontinue his employment sooner than the full eight (8) weeks in the interest of the District. Voluntary resignation shall be without entitlement to severance benefits. In the event the District discontinues Employee's employment with the District sooner than eight (8) weeks following Employee's notice of resignation, the District shall be responsible for payment of salary and benefits only until the date employment is discontinued.

10. Suspension. The Employee may be suspended, with or without pay, by a majority vote of the members of the Board of Directors for a maximum of thirty (30) days. Any such suspension may be extended for any number of successive thirty (30) day periods by subsequent votes of a majority of the Board of Directors.

11. Annual Appropriation. For the Term of this Agreement the District agrees to include in its annual budget prepared by District staff for consideration by the District Board amounts necessary for payment of all the financial obligations that may arise under this Agreement for the subsequent fiscal year, however, the financial obligations of the District contained in this Agreement are subject to annual appropriation by the Board.

12. Employees Independent Legal Counsel. This Agreement has been prepared by the District's legal counsel. Employee understands and agrees that District's legal counsel does not represent Employee. Employee has been advised by the District to obtain separate legal counsel to review this Agreement or Employee has determined, in his sole discretion, not to obtain review of this Agreement by Employee's own legal counsel. In all matters regarding the Employee's

employment or the meaning of this Agreement, the District's legal counsel shall represent the interests of the District and the Employee agrees to seek separate legal counsel.

13. Date of Signatures and Effective Date. Notwithstanding the date this Agreement is signed by any Party this Agreement is intended to and shall be effective as of July 20, 2026 ("Effective Date").

14. Miscellaneous. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision, to render the provision enforceable.

15. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Larimer County.

16. Assignment and Amendment. Neither Party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, change or amendment is agreed to in writing by both Parties.

17. Counterparts, Electronic Signatures, and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, 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 Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Estes Valley Fire Protection District has caused this Agreement to be signed and executed on its behalf by the Chair of the Board of the District and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written. The Parties agree that a signature delivered as a scanned image attached to an e-mail (for example, as a .pdf file) shall have the same force and effect as an original signature.

Estes Valley Fire Protection District

Employee

By: _____
Sandra E. Smith, Chair

By: _____
Kevin Nunn

EXHIBIT A

Job Description



ESTES VALLEY FIRE PROTECTION DISTRICT

PREVENT PREPARE PERFORM

Fire Chief

GENERAL STATEMENT OF DUTIES:

The Fire Chief shall have the responsibility for the overall management of the Fire District. This includes but is not limited to: Administration, Community Risk Reduction, Training, Logistics and Facilities Support and Emergency Response Operations. They shall be answerable to the District Board of Directors. This position is required, when appropriate, to respond and take command at emergency scenes.

SUPERVISION RECEIVED:

- This position works under the general guidance and direction of the District Board of Directors.

SUPERVISION EXERCISED:

- The Fire Chief directly supervises the Division Chief of Community Risk Reduction, Division Chief of Operations & Training, and the Administrative staff.
- This position exercises supervision of all subordinate officers and firefighters via the chain of command. The Fire Chief shall conduct and/or oversee formal and informal job performance appraisals for all employees and volunteers and provide documentation and feedback to the subordinate. The Fire Chief will handle grievances, disciplinary issues, and conduct of assigned personnel through the chain of command.

FLSA:

- This is an exempt employee position.

WORK SCHEDULE:

- The Fire Chief works a 40-hour per week schedule, though the position may often require considerable additional work hours for incident response, on-call duty, meeting attendance, and performance of other duties. The Fire Chief is not expected to respond to every emergency call but is expected to respond to major emergency calls.
- This position has been deemed essential during man-made and natural emergencies.

RESIDENCY:

- The Fire Chief must live within the primary response area of the Estes Valley Fire Protection District.

MINIMUM REQUIRED JOB SKILLS AND CERTIFICATIONS:

Education and/or Experience

- Bachelor's degree in fire science, fire administration, and/or related field, or a combination of education and experience that sufficiently enables the candidate to perform all required functions of the fire chief position.
- Minimum of (10) years of progressive fire service experience.

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ESTES VALLEY FIRE PROTECTION DISTRICT

PREVENT PREPARE PERFORM

- Minimum of five (5) years' experience in a supervisory and/or management capacity in the fire service.
- Experience in Wildland fire suppression and risk reduction preferred.
- Experience of working in a combination department in a leadership position in an integrated fire/EMS department.
- Experience in or with Special Districts.
- Valid driver's license.
- Creating and implementing a budget.

Certifications

- CPR/AED
- NIMS 100, 200, 300, 400, 700, 800
- DFPC Fire Officer II or equivalent

Skills and Abilities

- Ability to use and understand Microsoft Office Professional Suite, QuickBooks, and other software utilized by the District. The Fire Chief will work closely with the District's accounting firm.
- Knowledge of public administration, accounting principles, budget planning and control, principles of management, performance evaluation, and public relations.
- Ability to develop cooperative relationships between the District and other local and national governmental and non-governmental partners.
- Ability to plan, gather, and organize materials to be used by the District Board of Directors, employees, and governmental and non-governmental partners.
- Ability to work well both independently and in a team environment.
- Ability to protect and maintain the confidentiality of material
- Ability to perform the duties of the Fire Chief in a hectic, busy, and sometimes stressful environment.
- Ability to be a working team member on scene when needed during emergency responses.
- Ability to read and interpret documents such as District policies and procedures, federal, state, or local statutes, codes, and regulations, teaching materials/handbooks, and manuals.
- Ability to communicate effectively with District Board of Directors, employees, volunteers, governmental and non-governmental partners, and members of the local community.

ESSENTIAL FUNCTIONS OF THE JOB:

The following are essential functions for the job. Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities that are required for this position. Duties, responsibilities, and activities may change at any time with or without notice.

Management

- Ability to develop and implement department policies, procedures, and standard operating guidelines in collaboration with the appropriate Division Chief.
- Prepare for Board approval a budget; implement and maintain the budget per fiscal policy.

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ESTES VALLEY FIRE PROTECTION DISTRICT

PREVENT PREPARE PERFORM

- Pursue alternative funding methods, such as grants, and ensure proper administration of such funding.
- Develop an organizational structure to support the Mission of the District.
- Develop short- and long-range capital improvement, equipment needs, and budgets.
- Review and recommend revisions to fire and life safety codes.
- Attend all regular District Board meetings and other meetings as appropriate.
- Investigate workers' compensation claims and accidents within the department.
- Ensure the department follows OSHA safety, health, NFPA, and other state standards and requirements.

Leadership

- Provide departmental leadership and direction by developing and implementing a departmental strategic plan, in collaboration with the District Board of Directors.
- Serve as the liaison to all the entities to which the District provides service, and attend meetings as directed and/or needed.
- Continually identify opportunities for improving services or efficiencies in operations and service delivery.
- Provide leadership to the District in all practices and procedures of the fire/EMS service.
- Attend and participate in professional groups; stay abreast of new legislation, as well as federal, state, and local statutes, codes, and regulations that may impact the District.

Supervision

- Ability to integrate into the incident command system during emergency situations, as necessary.
- Supervise department personnel within the chain of command.
- Develop, communicate, and enforce policies and guidelines governing the conduct of fire and EMS personnel, through the chain of command.

Administrative

- Provide reports to the District Board of Directors.
- Provide reports, when appropriate, to other agencies when needed.
- Act as a resource for the media and draft and issue press releases on behalf of the department.
- Oversee the maintenance of department records, such as: IGAs, MOUs, contracts, annual reports, etc.
- Prepare financial data for budgets and the annual reports as requested by the District Board of Directors.
- Work with other fire/EMS departments to develop and implement mutual aid.
- Coordinate with other regulatory agencies, including local, county, state, and federal officials, when necessary, on matters involving emergency services.
- Cooperate with the Board's annual 360 evaluation of the Fire Chief's performance,

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ESTES VALLEY FIRE PROTECTION DISTRICT

PREVENT PREPARE PERFORM

COMPETENCIES

1. Ethical Conduct.
2. Stress Management/Composure.
3. Problem Solving/Analysis.
4. Communication Proficiency.
5. Strategic Thinking.
6. Teamwork Orientation.
7. Diversity and Inclusion.
8. Technical Capacity.

WORK ENVIRONMENT

While performing the duties of this job, this employee regularly works within an office environment, primarily while seated at a desk. This employee must frequently operate a computer, read and write, and interact with others in person, over the phone, and via radios and other devices. They move about within the facility in which their office is located to access file cabinets, documents, office machinery, and other equipment. They also travel within the facility in which their office is located and to locations outside of the facility, to attend meetings, trainings, events, and other business activities.

While performing the duties of this job, the employee also regularly works in outside weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils.

The employee occasionally works near moving mechanical parts, in high, precarious places, and is occasionally exposed to wet or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. It is reasonably anticipated that the individual will be exposed to blood-borne pathogens and other infectious materials in the course of performing their duties.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit, talk, hear, stand, walk, climb, balance, stoop, kneel, crouch, crawl, smell, push, and pull, use hands and fingers to feel, handle, or operate objects, tools, or controls, and reach with hands and arms. The employee must frequently lift or move up to 10 pounds and occasionally lift or move up to 100 pounds.

ESTES VALLEY FIRE PROTECTION DISTRICT

Agenda Statement – July 14, 2026

Agenda Item #6a

Agenda Title:

Discussion/action re: Approval of Fire
Chief Contract

Submitted by:

Sandra Smith, Board President

Background Information:**Attachments:**

- ☐ Agenda
- ☐ Resolution
- ☐ Letter

- ☐ Minutes
- ☐ Contract
- ☐ Other

- ☐ Report
- ☐ Map

Board Action Needed

A motion to (approve, deny, or modify) Approval of Fire Chief Contract

Sandra Smith	Yes	No
Scott Dorman	Yes	No
Ryan Leahy	Yes	No
Jeff Robbins	Yes	No
Jon Smith	Yes	No