

**FLEET SERVICES  
INTERGOVERNMENTAL AGREEMENT**

THIS FLEET SERVICES INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on August 23<sup>rd</sup>, 2022, by and between the TOWN OF ESTES PARK (hereinafter referred to as the "Town"), and the ESTES VALLEY FIRE PROTECTION DISTRICT, a Colorado Special District (hereinafter referred to as the "Fire District").

**WITNESSETH**

WHEREAS, the Town provides vehicle maintenance services for the Town of Estes Park; and

WHEREAS, since January 1, 2010, the Town has been providing vehicle maintenance services to the Fire District; and

WHEREAS, the utilization by the Fire District of the vehicle maintenance services of the Town avoids duplication of services, promotes cost efficiency for the tax-paying public, and promotes collaboration and goodwill among local agencies; and

WHEREAS, the parties recognize that it is fiscally responsible for the Fire District to pay for such services at rates equivalent to those paid by Town departments for both fixed and variable costs of vehicle maintenance services; and

WHEREAS, maintenance of the specialty equipment operated by the Fire District requires specific technical knowledge not currently in possession by the Town's Fleet maintenance staff; and

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2 of Article 1 of Title 29, C.R.S., encourage an authorized intergovernmental agreement of this nature; and

WHEREAS, this Agreement sets forth the obligations of the parties with regard to Fleet Services provided by the Town to the Fire District.

NOW, THEREFORE, in consideration of the mutual promises contained below and other good and valuable consideration, the parties hereto agree as follows:

1. Term of the Agreement. This is a five-year agreement effective on the date of the Agreement above and subject to the terms herein. It expires December 31, 2027, unless earlier modified in writing or terminated by the parties hereto.
2. Services to be provided by the Town. The Town shall utilize Fleet maintenance facilities, equipment, tools, and capabilities which may be currently owned and operated by the Town to the extent that such are reasonably necessary to effectuate the purposes of this Agreement. The Town and the Fire District further agree, in rendering and utilizing such services, that

each will adhere to the procedures contained in the Town's Fleet Operations Manual (Policy 871).

- a. Labor. The Town will furnish approximately 350 hours of vehicle and equipment service labor hours per year (approximately 7 hours each week).
  - b. Personnel (hiring). The Town will endeavor to recruit, hire and train one new heavy truck mechanic as the primary contact and service provider to the Fire District to deliver Department of Transportation inspections, preventative maintenance checks and mechanical repairs as needed. This person would be made available to attend continuing education training for certification as an Emergency Vehicle Technician (EVT) Fire Apparatus Technician Level I within 15 months of hire, and certification as a Fire Apparatus Technician Level II within 30 months of hire. The Town will pay the costs associated with this mechanic obtaining Automotive Service Excellence truck certifications (T2 Diesel Engines, T3 Drive Train, T4 Brakes, T5 Suspension & Steering, and T6 Electrical Systems) required to obtain these EVT designations.
  - c. Personnel (separation). As a condition of employment, the Town will enter into a contract with the trained mechanic that requires the trained mechanic to repay the Town and the Fire District for all incurred training expenses if the trained mechanic fails to complete the training/certifications or discontinues employment with the Town within two (2) years of completing the training. In the event of such separation, the Town agrees to expeditiously endeavor to recruit and hire a replacement heavy truck mechanic or provide an existing mechanic to deliver the services described herein. Any training needs for the replacement mechanic shall be implemented as described above.
  - d. Parts, Fluids, and Fuel. The Town will procure and install parts, fluids, and fuel needed for the maintenance services provided by the Town.
  - e. Records. The Town will record the actual labor and training hours and costs of parts, fluids, and fuel provided by the Town to the Fire District. The Town will be the custodian of such records, and will provide quarterly reports of such hours and costs to the Fire District in January, April, July, and October of each year.
3. Services to be provided by the Fire District. The Fire District will reimburse the Town for the EVT training (including training course and exam fees, transportation, lodging, and meal costs) in two installments within 30 days of the Town documenting completion of the separate EVT Level I and Level II certifications, respectively.
  4. Compensation. The cost of delivering fleet maintenance services shall be determined annually by the Town through an annual review as described in section 5 below. The 2022 budgeted costs of vehicle maintenance services provided by the Town to the Fire District are as follows: \$30,015 for Operations & Maintenance Labor & Overhead, \$237 for Capital Cost Recovery Fee, \$8,224 for Fuel Allowance, and \$5,409 for Parts Allowance. The total amount budgeted for 2022 is \$43,885. The Fire District hereby agrees to pay to the Town one-twelfth of the budgeted amount for Operations & Maintenance Labor &

Overhead (\$2,501.25 for 2022) each month, plus the actual cost (no markup) of Parts, Fluids, and Fuel used each month within 30 days of receipt of the invoice from the Town as full compensation for the services rendered by the Town in the performance of its obligations under this Agreement.

5. Cost Adjustment. Each year in September, the costs incurred to that date will be reviewed by both parties for the purposes of forecasting and budgeting the expected costs over the next budget year for labor and overhead, training, capital cost recovery fee, parts, fluids, and fuel. Any new labor hour or cost adjustments will be documented in a supplement to this Agreement approved administratively by the Fire Chief and the Public Works Director. Such adjustments are not binding to either party until approved in the annual budget adopted by each agency's governing body. If the parties do not so agree upon adjustments or the budget for the next budget year by the time it begins, this Agreement shall terminate automatically at that time.
6. Termination. Either party may terminate this Agreement by giving a minimum of six (6) months' written notice of termination to the other party. Upon termination, the Fire District's payments of any amounts due and owing as of the date of termination shall be the Town's sole remedy.
7. Liability. The parties hereto shall be solely responsible for the actions or omissions of their respective officers, agents and employees and shall not be responsible or legally liable for the negligent acts of the other party.
8. Notices. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

Estes Valley Fire Protection District  
Attn: Fire Chief  
901 N. St. Vrain Ave.  
Estes Park, Colorado 80517

Town of Estes Park  
Attn: Public Works Director  
170 MacGregor Ave.  
P.O. Box 1200  
Estes Park, Colorado 80517

9. Entire Agreement. This writing constitutes the entire Agreement between the parties.
10. Binding Effect. This Agreement shall be binding upon and incur to the benefit of the parties hereto and the agents, assigns and successors in interest of each respectively.
11. Default. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default, and such defaulting party shall be

allowed a period of fifteen (15) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to:

- a. Terminate the Agreement and seek damages; or
- b. Avail itself of any other remedy at law or equity.

In the event of default of any of the covenants herein by either party which shall require the party not in default to commence legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney's fees, and court costs incurred because of the default.

12. Good Faith. The Parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.
13. Modification. This document constitutes the full understanding of the Parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the both Parties.
14. Non-Assignment; No Third-Party Beneficiary. This Agreement, and each and every covenant herein, shall not be assignable except with the prior consent of both Parties. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
15. Merger. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.
16. Immunity. The Parties, their officers, employees, volunteers, and agents, are relying on and do not waive, or intend to waive, by any provision of this Agreement the monetary limitations presently \$350,000 per person and \$990,000 per occurrence or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, C.R.S., et seq., as amended, or otherwise available to the Parties or their officers, agents, employees, and volunteers.
17. Annual Appropriations. The obligations of either Party as contained herein, shall not be deemed to be a "multi-year financial obligation" under Article X, Section 20 of the Colorado Constitution. Accordingly, either Party shall have the right to terminate this Agreement at the end of any fiscal year in the event that the governing body of said Party fails to appropriate money sufficient for the continued performance of the Agreement after the end of such fiscal year, such non-appropriation being within the sole discretion of the governing board. Appropriation shall be evidenced by the approval of a budget which specifically provides for or appropriates funds for the Party's obligations under this Agreement. Either Party may affect such termination by giving the other Party written

notice of the non-appropriation within 30 days prior to the end of the then-current fiscal year. In the event of termination, the Fire District shall pay all accrued liabilities through the last day of the then-current fiscal year, but shall not be subject to any other penalty or assessment.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first-above written.

**THE TOWN OF ESTES PARK**

  
\_\_\_\_\_  
Mayor

08/23/2022  
Date

**ATTEST:**

  
\_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Town Attorney

**ESTES VALLEY FIRE PROTECTION DISTRICT**

  
\_\_\_\_\_  
Fire Chief

7/27/2022  
Date