

INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT AND COLLECTION OF FIRE IMPACT FEES

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT AND COLLECTION OF FIRE IMPACT FEES ("**Agreement**") is entered into by and between the City of Evans ("**City**") and the Evans Fire Protection District ("**District**"). The City and the District are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

WHEREAS, the City is a home rule municipality of the State of Colorado ("**State**"), and the District is a political subdivision of the State organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.* The District's boundaries and jurisdiction are wholly contained within the City's boundaries and jurisdiction;

WHEREAS, the District was organized to provide fire protection, fire prevention, public education, rescue, hazardous materials, and emergency medical services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction. The District's and City's boundaries are coterminous, such that the District's jurisdiction includes all areas within the City;

WHEREAS, the Parties previously entered into an Intergovernmental Agreement for the Assessment, Collection, and Remittance of Emergency Services Impact Fees ("**Original Agreement**"), providing for the assessment of charges on new development within the District's jurisdiction in order to defray the impacts on District capital facilities needed to serve the new development ("**Fire Impact Fee(s)**"), effective January 1, 2017. At the time the Original Agreement was entered into, the statutory structure governing Fire Impact Fees was found in C.R.S. § 29-20-104.5; and

WHEREAS, on May 22, 2024, Governor Jared Polis signed Colorado Senate Bill 24-194, which revised the statutory structure governing Fire Impact Fees, effective August 7, 2024. Under the revised statutory structure, the District's authorization to assess Fire Impact Fees is now governed by C.R.S. § 32-1-1002(1)(d.5). Accordingly, the Parties desire to enter into this Agreement to update the assessment and collection process for the District's Fire Impact Fees consistent with the revised statutory structure set forth in Colorado Senate Bill 24-194 ("**Impact Fee Statutes**").

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

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the term "**Capital Facility(ies)**" shall be defined as provided in C.R.S. § 32-1-1002(1)(d.5)(VIII), including any amendments thereto.

2. Establishment of the Fire Impact Fee.

a. The District has determined to impose Fire Impact Fees on new development that is currently located within its jurisdiction, or that in the future becomes located within its jurisdiction, in accordance with the Impact Fee Statutes. The District has obtained an Impact Fee Study dated July 17,

2024, which evaluated the nexus between, and quantified the reasonable impacts of, new residential and non-residential development within the District's jurisdiction on the District's Capital Facilities ("**Nexus Study**"). On October 28, 2024, the District's Board of Directors ("**Board**") approved an impact fee schedule at levels no greater than necessary to defray the impacts directly related to new development within the District's jurisdiction as determined by the Nexus Study ("**Impact Fee Schedule**"). A copy of the current Fire Impact Fees as set forth in the Impact Fee Schedule are attached hereto as Attachment 1.

b. The District will impose Fire Impact Fees in accordance with the attached Impact Fee Schedule, subject to inflation as set forth herein. The Fire Impact Fees shall be imposed on all new development for which a completed development permit application is submitted to the City on or after the Effective Date of this Agreement. On January 1, 2026, and on January 1 of each year thereafter in which the Fire Impact Fees are in effect, the amount of the Fire Impact Fee per dwelling unit for residential development and/or per square feet for nonresidential development may be adjusted by the District Board to account for inflationary increases in the cost of providing Capital Facilities, utilizing the most recent data from the Engineering News Record Construction Cost Index for the Denver metropolitan area. The District will promptly advise the City of any adjustment to the Impact Fee Schedule to account for such inflationary increases.

c. The District will periodically update the Nexus Study ("**Updated Nexus Study**"). If an Updated Nexus Study recommends any changes to the Impact Fee Schedule, then the District Board may adopt a Resolution approving an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("**Updated Impact Fee Schedule**"); provided that, if the Updated Nexus Study recommends a decrease to all or any part of the Impact Fee Schedule, the District shall take the requisite actions necessary to implement the Updated Impact Fee Schedule to reflect the recommended decrease. The District will promptly provide the City with a copy of any Updated Impact Fee Schedule.

d. The District will not require a developer to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the Fire Impact Fee is imposed. The District may waive the Fire Impact Fee on the development of low- or moderate-income housing or affordable employee housing, as provided in C.R.S. § 32-1-1002(1)(d.5)(IX).

e. The Parties' prior adoption of the Original Agreement satisfied the purpose and intent of, and is deemed by the Parties to constitute, the notice contemplated by C.R.S. § 32-1-1002(1)(d.5)(IV).

3. Procedures for Assessment and Collection.

a. In order to streamline the assessment and collection of Fire Impact Fees imposed in connection with new development, and as a convenience to the City's developers, the City will (i) advise the developer of any proposed new development within the Parties' joint jurisdictional boundaries that the District assesses Fire Impact Fees; (ii) provide a copy of the Impact Fee Schedule to the developer; and (iii) coordinate with the District in the collection and remittance of the Fire Impact Fees as provided herein.

b. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or a portion of a Fire Impact Fee ("**In-Kind Contribution**"). Any In-Kind Contribution owed by the developer shall be made directly to the District, and the District will promptly notify the City when it has accepted an In-Kind Contribution from the developer and the value of the In-Kind Contribution. The City shall credit the Fire Impact Fees

owed by the developer in the amount of the value of the In-Kind Contribution. For purposes of this paragraph 3(b), if an In-Kind Contribution to be made by the developer constitutes development 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 development or conveyance.

c. Pursuant to C.R.S. § 32-1-1002(d.5)(VI), the District may not collect any Fire Impact Fee before the City's issuance of a building permit for any new development. The City will notify the District of the issuance of a building permit for new development within the Parties' joint jurisdictional boundaries at the time of issuance, and will, on behalf of the District, calculate and collect the Fire Impact Fee owed by the developer at or after the time the building permit is issued, but prior to the issuance of a certificate of occupancy for any improvements within the development. The City will remit all Fire Impact Fees received by the City to the District as follows: Payments shall be made by the City to the District quarterly on or before April 30, July 31, October 31, and January 31 of each year. The payments for each quarter shall include all Fire Impact Fees received by the City at least 30 days prior to the payment date. The City shall not issue a certificate of occupancy for any improvements within the new development until the developer has paid the Fire Impact Fee to the City, or the District has notified the City that the District accepted the In-Kind Contribution from the developer.

d. The District shall account for all Fire Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

e. Nothing contained in this Agreement shall invalidate any existing agreement for development charges between the District and a developer to pay for Capital Facilities.

4. Effective Date and Term. This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.

5. Termination. The Parties may at any time mutually agree in writing to terminate this Agreement. Additionally, either Party may at any time terminate this Agreement upon 60 calendar days prior written notice to the other Party.

6. Default. If either Party defaults in its performance under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 10 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 10-day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law; provided that any remedy of damages shall be limited to actual moneys owed and accrued interest.

7. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. Financial Obligations of the Parties. Any financial obligation of a Party under this Agreement is contingent upon appropriation, budgeting, and availability of specific funds to discharge

those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of a Party's credit, or a payment guarantee by one Party to the other.

9. Entire Agreement. Except for the Original Agreement, this Agreement is the entire Agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto. Notwithstanding the foregoing, the terms of the Original Agreement, and the Parties' rights and obligations under the Original Agreement, shall remain in full force and effect with respect to any Emergency Services Impact Fee (as defined in the Original Agreement) assessed thereunder prior to the Effective Date of this Agreement, and continuing until such time as (a) all Emergency Services Impact Fees have been collected and remitted to the District, and (b) all in-kind contributions have been made to the District in accordance with the terms of the Original Agreement. This Agreement shall supersede and replace the Original Agreement only when all Emergency Services Impact Fees assessed and all in-kind contributions owed under the Original Agreement prior to the Effective Date of this Agreement have been remitted or made to the District, as applicable, or the Parties have mutually determined that any particular Emergency Services Impact Fee or in-kind contribution is not collectible, such that there are no Emergency Services Impact Fees or in-kind contributions outstanding.

10. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

City of Evans
Attn: City Manager
1100 37th Street
Evans, CO 80620

Evans Fire Protection District
Attn: Fire Chief
2100 37th Street
Evans, CO 80620

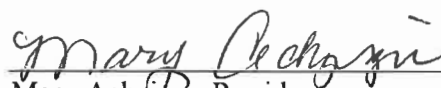
11. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Weld County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF EVANS,
a Colorado municipal corporation

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

Signed by:
By: 
A3A26124E4B34A9
Mark Clark, Mayor

By: 
Mary Achziger, President

Date: 3/5/2025 | 9:46:25 AM MST

Date: November 25, 2024

ATTESTED:

Signed by:

Julie Barnett

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Julie Barnett, City Clerk



ATTESTED:

Martin D. Schanwolf

Martin Schanwolf, Board Secretary

Attachment 1EVANS FIRE PROTECTION DISTRICT
FIRE IMPACT FEE SCHEDULE

Residential Units		Nonresidential Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per Specified Unit</u>
Single Family	\$1,241	Commercial (per KSF)	\$3,256
Multifamily	\$796	Office/Other Services (per KSF)	\$1,255
Mobile Home	\$1,303	Light Industrial (per KSF)	\$564
		Institutional (per KSF)	\$1,247
		Hotel (per room)	\$925
		Heavy Trucking (per acre)	\$9,482