



**Board of Directors Meeting
January 18, 2022
Directly After the MVFPD Foundation Special Meeting
Virtual: Zoom

Meeting Minutes**

I. OPENING OF MEETING

a. Call to Order.

The regular meeting of the Board of Directors of the Mountain View Fire Protection District was held on January 18, 2022, virtually and was called to order by President Christian at 6:09 p.m.

b. Roll Call.

The following Board members attended the meeting:

President Christian, Director McConnell, Director Whitlow, Director Bloom, and Director DeVenny.

Other persons present were Fire Chief Dave Beebe, Deputy Chief Sterling Folden, Finance Director Tonya Olson, Director of Administration Pamela Owens, Accountant Yana Clopton, Human Resources Manager Melissa Meehan, Legal Counsel John Chmil, Ed Siebert, Kyle Lyman, Greg Munns, Tim Mallon, Luke Hawkins, Nathaniel Kelly, Neil Sheets, Tyler Prim, Brandon Kage, and Ben Carter.

c. Pledge of Allegiance.

d. Approval of Agenda.

Director McConnell moved to approve the agenda as written. Director Whitlow seconded the motion and, it carried unanimously.

II. PUBLIC/MEMBER PARTICIPATION

President of Local 3214, Ed Siebert, reported that the banquet planned for January has been postponed due to the Marshall Fire and COVID-related issues. The Local will look for other opportunities and keep the Board updated. He also thanked all the firefighters for their efforts on the Marshall Fire and the communities for all their support.

III. CONSENT AGENDA

- a. Director Bloom moved to approve the December 6, 2022, Regular Board of Directors Meeting Minutes. The motion was seconded by Director McConnell and, it carried unanimously.
- b. Director Whitlow moved to approve the January 5, 2022, Mountain View Special Board of Directors Meeting Minutes. The motion was seconded by Director DeVenny and, it carried unanimously.
- c. John Chmil updated the Board on the First Amendment to the Fire Chief's Contract. **Motion:** Director Bloom moved to approve the First Amendment to the Fire Chief's Contract. The motion was seconded by Director Whitlow and, it carried unanimously.

IV. REPORTS

Staff presented the reports that were submitted in the Board packet.

Chief Beebe updated the Board on the Marshall Fire and how he is working with the Forest Service to complete a Facilitated Learning Assessment (FLA) which is an analysis of how the fire occurred and issues that crews ran into. Chief Beebe is also working with the Division of Fire Prevention and Control, Boulder County, and other agencies to complete the assessment. There has been an increase in COVID cases within the organization recently. Staffing levels are not at a critical point. He reported we are able to cover the vacancies with regular overtime.

V. PRESENTATIONS

- a. December 2021 District Financials
District Accountant, Yana Clopton, presented the December 2021 Financials and answered questions.
- b. Request for Board Action- Policy Revision
Finance Director, Tonya Olson, requested permission from the Board to edit and change two of the MVFPD AOG policies. She explained that the wording on them is not consistent in their current form and is causing operational challenges. She answered questions from the Board and took suggestions on how staff should proceed. This request is solely for permission to edit the policies. If approved, staff will present draft versions at the next board meeting.

VI. ACTION ITEMS

a. December Financials

Director Whitlow moved to approve the December 2021 Financials. The motion was seconded by Director DeVenny and, it carried unanimously.

b. Consideration of Request for Board Action-Policy Revision

Motion: Director McConnell moved to approve the request for permission to edit and update AOG AD-0024 and AOG FI-0089. The motion was seconded by Director Bloom and, it carried unanimously.

c. Audit Engagement Letter

Finance Director, Tonya Olson, reported that the letter is for the district's annual audit. Hayne and Company are employed by the Board for the audit and the engagement letter contracts their services for the 2021 audit. **Motion:** Director DeVenny moved to approve the Haynie and Company engagement letter for the 2021 audit. It was seconded by Director Whitlow and, it carried unanimously.

d. Consideration of Request for Board Action-Stryker Capital Purchase Agreement

Deputy Chief Folden reviewed the capital purchase for Power Cots and Life Pak 15's. The Zoll monitors are at the end of their lifespan and we are looking to standardize equipment throughout the district. The contract was negotiated by Division Chief, Paul Johnson, who was able to save the District a significant amount of money. After a short discussion, **Motion:** Director McConnell moved to approved the Stryker Purchase Agreement. It was seconded by Director Bloom and, it was carried unanimously.

VII. OLD BUSINESS

a. Station 8 Update

Chief Beebe gave the Board an update on Station 8. Staff is working on hiring a contractor and making progress.

VIII. BOARD MEMBER ITEMS

President Christian thanked the members of the district for their heroic efforts on the Marshall Fire. He was grateful to hear that there are resources for the crews if they need them and hopes they take advantage of them.

Director McConnell reiterated what President Christian had to say about the Marshall Fire. Proud of all levels of the District and grateful for all that participated.

Director DeVenny wanted to express her deepest gratitude. She has been a resident of Superior for 21 years and passed on her sincere appreciation of the Mountain View crews, Mountain View leadership, and the agencies that came in to stand with Mountain View and fight the fire.

President Christian would like staff to organize a letter of thanks to send out the agencies that assisted in the effort. **Action:** Chief Beebe said that the letter is already in progress and will bring to the next Board meeting.

Director Whitlow also expressed her appreciation and gratitude for the people that showed heroic efforts and the people helping in recovery after the fire.

EXECUTIVE SESSION

Director Whitlow made a motion to go into Executive Session at 7:15 p.m. pursuant to Section 24-6-402 (4) (f) C.R.S. for the purpose of discussing a personnel matter regarding Fire Chief evaluation and contract discussion. It was seconded by Director McConnell and, was carried unanimously. The Board’s legal counsel John Chmil and Human Resources Manager Melissa Meehan were also in attendance.

Director Bloom made a motion to move out of Executive Session at 8:01 p.m. It was seconded by Director DeVenny and, it carried unanimously.

IX. ADJOURNMENT

There being no further business to come before the meeting, Director McConnell moved to adjourn the meeting at 8:02 p.m. Director Bloom seconded the motion, and the motion carried unanimously.

The preceding minutes are approved by the Mountain View Fire Protection District Board of Directors and constitute the official minutes of the meeting held on the date stated above.



02 / 24 / 2022

President, Chad Christian

Date

Colleen G. Whitlow

02 / 25 / 2022

Board Secretary, Colleen Whitlow

Date

Action Items

January 5, 2022

None

January 18, 2022

Action: Chief Beebe said that the letter is already in progress and will bring to the next Board meeting.

Motions

January 5, 2022

Motion: Director DeVenny moved to approve Resolution 2022-1. A Resolution Extending the Declaration of a Local Disaster Emergency. The motion was seconded by Director McConnell and, it carried unanimously.

January 18, 2022

Motion: Director Bloom moved to approve the First Amendment to the Fire Chief's Contract. The motion was seconded by Director Whitlow and, it carried unanimously.

Motion: Director McConnell moved to approve the request for permission to edit and update AOG AD-0024 and AOG FI-0089. Resolution 2021-9. The motion was seconded by Director Bloom and, it carried unanimously.

Motion: Director DeVenny moved to approve the Haynie and Company engagement letter for the 2021 audit. It was seconded by Director Whitlow and, it carried unanimously.

Motion: Director McConnell moved to approved the Stryker Purchase Agreement. It was seconded by Director Bloom and, it was carried unanimously



OPERATING GUIDELINE

Fire Chief's Authority for Contracts and Budgeted Expenditures/Budgeted Line Items

Number: AD-101

Date: February 8, 2022

Prepared By: Pamela Owens, Administration Director

Approved By: Board of Directors and David Beebe, Fire Chief

1. INTENDED OUTCOME

- 1.1. The Board of Directors has adopted this policy to clarify the authority of the Fire Chief to enter into contracts and approve budgeted expenditures without further Board approval up to a limited amount. In addition, this policy was adopted by the Board also to clarify that the Fire Chief is authorized to spend more or less than the amounts outlined in the line items of the District's annual Budgets, so long as the total amount of the annual expenditures does not exceed the total amount of the annual Budget and any Supplemental Budgets adopted by the Board.

2. EXPECTATIONS

- 2.1. Fire Chief authority to enter into contracts and expenditures without further authorization by the Board.

The Fire Chief is the Chief Executive Officer of the District. As Chief Executive Officer, it is the responsibility of the Fire Chief to make purchases and enter into contracts for services and equipment incident to the day-to-day business and operations of the District. To facilitate the business and operations of the District, the Fire Chief is authorized to enter into contracts and make purchases for items that are, in the reasonable judgment of the Fire Chief, approved and included in the Budget. Chief's staff will inform the Board of contracts executed at the next regular Board of Directors meeting.

2.2. Fire Chief's authority to spend more or less than the amounts specified in the line-items for the Budget without further authority of the Board.

The Board approves annual Budgets as a whole. It is the responsibility of the Fire Chief to administer the annual Budgets in a manner that the total amount of the annual expenditures does not exceed the total amount of the Budget. Line items in the Budgets are intended to be financial management guidelines for the Fire Chief, District staff, and the Board. Therefore, as Chief Executive Officer of the District, the Fire Chief is authorized to spend more or less than the amounts outlined in the line items of the annual Budgets, up to \$50,000, without prior approval of the Board. The Fire Chief shall request approval of the Board when it appears there will be a budget line-item variance of \$50,000 or more. In determining the amount, the Board considered the nature of the business and operations of the District and the materiality of the amount authorized in relation to the total amount of the annual Budgets of the District and determined that \$50,000 is reasonable.



Chad Christian, Board President

02 / 24 / 2022

Date

Dave Beebe, Fire Chief

Date

2020 Employee Handbook
Revision to Section 2K Nepotism and Personal Relationships

Revised Language

K. Nepotism and Personal Relationships

To avoid conflicts of interest, situations that might be perceived as conflicts of interest or situations that might impair objective judgment or be perceived as biases, as well as to prevent the possibility of the loss of life to multiple related personnel in extreme situations, it is the policy of the district to prohibit a related party from directly supervising another related party.

- For purposes of this policy a “related party” is any person who is related by blood or marriage, whose relationship is similar to that of persons who are related by blood or marriage, or who is involved in a personal relationship.
- Related by blood or marriage includes mother, father, children, sister, brother, spouse domestic partner, uncles, aunts, first cousins, and any step-relation or in-laws which are equivalent.
- “Personal relationship” included romantic/intimate relationships or other relationships in which there is a strong bond between employees.

Any related parties assigned to shift work shall be assigned on different apparatus, shifts, and/or divisions. Even if no direct supervision is taking place, if a related party would be part of any disciplinary, review, promotional, or hiring process to a related party, the superior ranking related party shall be removed from that process.

Although personal relationships are permitted under this policy, supervisors shall be careful to apply the principles of this policy to any personal relationship of which they become aware. Any personal relationship between District Employees, even if not specifically addressed in this policy, should be reported immediately to the Chief or his/her designee.

This policy shall not be used in any way to harass or retaliate against any employee. Questions on the application of this policy shall be communicated to the Chief.



Board President, Chad Christian

02 / 24 / 2022

Date

Colleen G. Whitlow

Board Secretary, Colleen Whitlow

02 / 25 / 2022

Date

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

RESOLUTION NUMBER 2022 - 2

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE MOUNTAIN VIEW FIRE PROTECTION DISTRICT DESIGNATING A CUSTODIAN OF RECORDS AND ADOPTING AN OPEN RECORDS POLICY FOR THE DISTRICT

WHEREAS, pursuant to Section 32-1-1001(1)(h), C.R.S., the Board of Directors (“Board”) of the Mountain View Fire Protection District (“District”) is responsible for the management, control and supervision of all business and affairs of the District; and

WHEREAS, the Board has determined that it is appropriate to designate a custodian of the District’s public records, in accordance with C.R.S. § 24-72-202(1.1), for the purpose of storing, maintaining, and protecting such public records in accordance with applicable Colorado statute and to permit their inspection in an orderly and timely fashion (the “Custodian”); and

WHEREAS, pursuant to C.R.S. §§ 24-72-200.1, *et seq.*, as may be amended (“CORA”), “public records” of the District, as that term is defined in CORA, shall be made available for inspection by the District, except as limited therein; and

WHEREAS, pursuant to C.R.S. § 24-72-203, as it is reasonably necessary for the protection of its public records and to prevent the unnecessary interference with the regular discharge of the duties of Custodian of the District’s public records, the Board of Directors of the District has determined that it is appropriate to adopt an open records policy in conformance with CORA.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MOUNTAIN VIEW FIRE PROTECTION DISTRICT THAT:

SECTION 1. The Director of Administration for the District, currently Pam Owens, is hereby designated as the Custodian of Records for the District, responsible for the maintenance, care, and keeping of all public records of the District.

SECTION 2. The Custodian shall have the authority to designate such persons and/or organizations as it shall determine appropriate to perform any and all acts deemed necessary to maintain, care for, and keep the District’s records, subject to annual appropriation and budget and pursuant to the provisions of CORA. This may include, and shall not be limited to, the temporary, off-site storage of such public records.

SECTION 3. The District hereby adopts the CORA Policy, attached to this Resolution as **Exhibit A**, as the policy of the District related to the processing of and response to open records requests.

SECTION 4. Nothing contained herein shall be construed as limiting or waiving any rights or privileges that the District may have pursuant to CORA that are not otherwise explicitly stated herein. The District hereby retains any further or additional rights and privileges provided to it pursuant to CORA regarding the generation, retention, destruction, inspection or copying of any records of the District, whether or not such records are deemed to be “public records” pursuant to CORA.

[Signature page follows]

The foregoing Resolution was approved and adopted this 22nd day of February, 2022.

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

By: 

President, Chad Christian

ATTEST:

By: *Colleen G. Whitlow*

Secretary, Colleen Whitlow

Exhibit A
(CORA Policy)



OPERATING GUIDELINE Open Records Requests

Number: AD-102
Date: February 22, 2022

Prepared By: Pamela Owens, Director of Administration
Approved By: David B. Beebe, Fire Chief

1. INTENDED OUTCOME

1.1. The Mountain View Fire Protection District (the "District") has developed the following Open Records Request Policy to create a systematic method of managing open records requests. Pursuant to the Colorado Open Records Act ("CORA"), Sec. 24-72-200.1, CRS *et seq.*, public records are to be open for inspection by individuals at reasonable times, upon request, unless such disclosure would be contrary to the public interest or otherwise precluded under CORA. As a public entity, the District recognizes the importance of this state policy and the importance of creating an environment of openness with respect to its internal operations. This policy is intended to balance the public's right to inspect the records of the District with the District's need to protect its records and prevent unnecessary interference with its regular duties in responding to such requests.

2. PROCEDURE

2.1. The District's Director of Administration is designated as the Custodian of Records (CR), as defined in Sec. 24-72-202(1.1), C.R.S., and will accept written CORA requests.

Written requests for District records shall be addressed to:

Mountain View Fire Protection District
Attn: Custodian of Records
3561 N. Stagecoach Rd.
Longmont, CO 80504

- 2.2. The CR will immediately forward requests to the District's legal counsel for review and assistance with developing an appropriate response.
- 2.3. All requests must be made in writing to the CR. E-mailed requests will be accepted if sent to the CR's email address: info@mvfpd.org; and must include CORA Request in the email subject line. E-mail requests not sent to the CR's email address will not be answered. The first full business day following the date the request is received by the CR will constitute the first business day for calculating the three-day or seven-day response period, in accordance with Sec. 24-72-203(3)(b), CRS, as provided below.
- 2.4. All requests must be specific as to the records sought and the relevant dates of those records.
- 2.5. Requests for correspondence must identify the parties to the correspondence. For any request that is vague or broadly stated that does not allow for reasonable identification of the records sought, the CR may require the requestor to provide a more specific request.
- 2.6. Requests for records will not take priority over previously scheduled work activities or duties of the District; provided, however, that the District shall respond to the request within the statutory three (3) business day time period unless extenuating circumstances exist, as described in Sec. 24-72-203(3)(b), CRS. In any such case, the District may receive a time extension that will not exceed an additional seven (7) business days. A finding of extenuating circumstances must be communicated in writing to the requesting party within three (3) business days of receiving the request.
- 2.7. The CR reserves the right to levy a reasonable fee of \$33.58 per hour for research and retrieval services of requested documents. However, the first hour of research and retrieval services shall be provided at no charge. The District may require a deposit of estimated fees prior to beginning research and retrieval of records to ensure the requestor wants to proceed with the request based on the estimate of fees.
- 2.8. The CR is not required by the Open Records Act to construct or create a document that does not exist or organize information in a particular way in response to a request.

3. RESPONDING TO REQUESTS FOR OPEN RECORDS

- 3.1. The District's legal counsel will assist the CR to determine if the information requested is subject to inspection under CORA. If it is determined that the records requested are not subject to inspection under CORA, the CR will inform the requestor, in writing, that the request is being denied and provide the specific statutory citation supporting the denial.
- 3.2. If the request is for records the District does not possess, the requestor will be informed, in writing, that the District does not possess the requested records and will be informed who does possess the records and where they can be found if that information is known to the CR.
- 3.3. If the requested records contain information that is partially open to inspection and partially exempt

from inspection, the District may withhold the record altogether or redact the exempted information and provide the record(s) for inspection.

- 3.4. Some records are available online. If so, the CR will inform the requestor of its online availability. If the requestor still wants to personally inspect and to obtain copies of the records pursuant to this policy, the District will reasonably accommodate this request, subject to any required fees.
- 3.5. Once the records have been located and reviewed, the District will notify the requestor, in writing, that the records are available for inspection.
- 3.6. A transmittal fee may not be charged for emailing electronic records to the requestor.

4. INSPECTION OF RECORDS

- 4.1. Once the requestor is notified that the records are available for inspection, the requestor must contact the District within three (3) business days to arrange a date, time, and place to inspect the records. If within three (3) business days, the requestor fails to schedule a time for inspecting the records, the request will be considered abandoned.
- 4.2. Records will be available for inspection during the District's normal business hours.
- 4.3. The requestor may obtain copies of the requested records at a cost of \$0.25 per page, or for documents in non-standard formats, the actual duplication costs.
- 4.4. Full payment of any incurred fees and costs, as permitted by CORA, must be received by the District in advance of releasing requested copies or allowing the requestor to inspect the same.
- 4.5. The records will be maintained by the District for two (2) business days after the scheduled inspection time, at which point the records will be returned to their point of origination and the request will be considered abandoned.
- 4.6. Once a request is considered abandoned, the requestor must submit a new request to inspect any records and pay any associated fees and costs.

Dave Beebe, Fire Chief

Date

**BOULDER COUNTY FIRE AGENCIES
INTERGOVERNMENTAL AGREEMENT FOR
AUTOMATIC AND MUTUAL AID FOR WILDLAND FIRE AND ALL-
RISK RESPONSE**

This Intergovernmental Agreement for Automatic and Mutual Aid ("*Agreement*") is made and entered into as of the Effective Date (defined below), by and between the Boulder Rural Fire Protection District ("*BRFPD*"), the Mountain View Fire Protection District ("*MVFPD*"), the Allenspark Fire Protection District ("*AFP*"), the Big Elk Meadows Volunteer Fire Department ("*BEMVFD*"), the Boulder Mountain Fire Protection District ("*BMFPD*"), the Coal Creek Fire Protection District ("*CCFPD*"), the Four Mile Fire Protection District ("*FMFPD*"), the Gold Hill Volunteer Fire Department ("*GHVFD*"), the Hygiene Fire Protection District ("*HFPD*"), the Indian Peaks Fire Protection District ("*IPFPD*"), the Jamestown Volunteer Fire department ("*JVFD*"), the Lefthand Fire Protection District ("*LHFPD*"), the Lyons Fire Protection District ("*LYFPD*"), the Nederland Fire Protection District ("*NFPD*"), the Pinewood Springs Fire Protection District ("*PSFPD*"), the Sugarloaf Fire Protection District ("*SLFPD*"), the Sunshine Fire Protection District ("*SSFPD*"), the Timberline Fire Protection District ("*TLFPD*"), the Boulder County Sheriff's Office Wildfire Management Division ("*BCSOWFM*"), the Boulder County Sheriff's Office Emergency Services ("*BCSOES*"), the **BCOES** Boulder Emergency Services ("*BES*"), the **BCOES** Rocky Mountain Rescue ("*RMR*"), and the **BCOES** Front Range Rescue Dogs ("*FRRD*"). These agencies are referred to jointly as the "*Parties*" and individually as a "*Party*".

RECITALS

The Parties are neighboring political subdivisions of the State of Colorado that currently maintain and operate fire departments and are authorized to provide, among other services, fire suppression, fire prevention, emergency medical, rescue, extrication, and hazardous materials services (collectively, "*Emergency Services*") to their respective citizens and their property;

An Emergency Incident (defined below) may arise in a Party's jurisdiction, which results in such increased demands or intensity that it exceeds the manpower and/or equipment capabilities of that Party;

The Parties are authorized by the Colorado Constitution, Article XIV, Section 18, and C.R.S. § 29-1-203 to enter into cooperative agreements to provide to each other any function, service, or facility lawfully authorized to each Party; and

The Parties desire to enter into this Agreement for the purpose of assisting one another in providing adequate response to any Emergency Incident within their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Definitions

- a. “*Effective Date*”. The date the last Party signs this Agreement.
- b. “*Emergency Incident*”. Structure fires, wildland fires, motor vehicle accidents, plane crash, and other serious or life-threatening calls for service. The specific type of Emergency Incidents covered by Automatic Aid pursuant to Section 3 are set forth in Exhibit A.
- c. “*Fire Chief*”. The Fire Chief of a Party or his/her designated representative.
- d. “*Requesting Party*”. A Party requesting mutual aid from another Party, or a Party receiving automatic aid from another Party, under this Agreement.
- e. “*Responding Party*”. A Party responding to another Party’s request for mutual aid, or a Party providing automatic aid to another Party, under this Agreement.

2. Mutual Aid

- a. Subject to the limitations stated in this Agreement, at the request of a Requesting Party, a Responding Party shall provide aid and assistance to the Requesting Party by causing and permitting its equipment and/or personnel to be used in responding to an Emergency Incident within the Requesting Party’s jurisdictional boundaries. Notwithstanding anything in this Agreement to the contrary, the Responding Party shall be excused from making its equipment and/or personnel available to the Requesting Party if it determines, in its sole discretion, that such equipment and/or personnel: (i) are needed within the Responding Party’s service area; (ii) are not available due to their prior use at another location; or (iii) are not available due to equipment mechanical breakdown or otherwise. The Responding Party shall have sole discretion in determining whether any personnel and/or equipment shall be provided to the Requesting Party, and, if so, the specific personnel and/or equipment that will be provided.
- b. A request for mutual aid by a Requesting Party shall include a statement of the amount and type of equipment and/or personnel requested, and shall specify the location to which the equipment and/or personnel are to be dispatched; provided, however, that the actual amount and type of equipment and number of personnel furnished, if any, shall be determined by the Responding Party in its sole discretion pursuant to Section 1(a) above.
- c. The Responding Party shall be released by the Requesting Party at the earlier of: (i) when the Responding Party's equipment and/or personnel are no longer required; or (ii) when the Responding Party's equipment and/or personnel are needed within the Responding Party's service area.
- d. Each Party shall maintain its equipment and organize its emergency response procedures for personnel and equipment to the degree necessary to cope with the ordinary and routine Emergency Incidents arising within its service area. No Party shall be expected to respond to Emergency Incidents within another Party’s service area when the Emergency Incident arises

due to that Party's failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the ordinary and routine Emergency Incidents arising within its service area.

3. **Automatic Aid (if applicable)**

a. The Parties agree to commit units described on **Exhibit A** to automatically respond to the corresponding Emergency Incidents described on **Exhibit A** within the portion of the collective service areas defined in **Exhibit B** as part of the initial response through automatic dispatching by the City of Boulder Emergency Communications ("***COBEC***"), the Boulder County Communications Center ("***BCCC***"), and the City of Longmont Emergency Communications ("***COLEC***"). These communication centers shall jointly be referred to as the "***Communication Centers***". If the appropriate units are previously committed to other incidents or are otherwise unavailable, the Responding Party shall immediately notify the appropriate Communications Center of the inability to respond so that the Requesting Party may call in alternative units.

b. The Fire Chiefs for all of the Parties may mutually agree to alter the units committed to automatically respond (Exhibit A), the types of Emergency Incidents covered by automatic aid (Exhibit A), or the collective service areas (Exhibit B), provided that such mutual agreement is (i) in writing, (ii) signed by the Fire Chiefs for all of the Parties, and (iii) attached to this Agreement.

4. **Incident Command**

a. The Party with the first arriving unit to any Emergency Incident shall establish an incident command structure, including designation of an Incident Commander, which is consistent with Standard Operating Guidelines of a nationally accepted Incident Management System ("***Command Structure***"). All responding personnel will operate under the Command Structure and perform all required duties in assigned groups and/or divisions.

b. If it becomes necessary for a Party to transfer control of an Emergency Incident to another Party, command shall be transferred to the other Party's senior officer at the Emergency Incident. Each Party shall be responsible for completion of the reporting process in accordance with that Party's Standard Operating Guidelines or applicable policies or procedures.

5. **Procedures and Protocols.** Each Party may establish procedures and protocols for the carrying out of this Agreement; however, no such procedure or protocol shall be contrary to the terms of this Agreement.

6. **Radio Communications.** Each Party operates on a radio system with compatible radio channels. The radio channel for any Emergency Incident will be based upon the location of the Emergency Incident. The Parties will follow established radio protocols.

7. **Dispute Resolution - Good Faith Discussion.** In the event the actual responses outside a Party's jurisdiction included in this Agreement become a burden, or if there is any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or

invalidity thereof, the Parties agree to discuss, in good faith, amendments to this Agreement and/or other possible resolutions. Accordingly, the Parties will first elevate the disputed issues to senior administration, the respective Fire Chiefs, and if the matters are not resolved, the Parties may then engage in mediation or other non-binding dispute resolution methods. The Parties agree to equally share the costs associated with such mediation or other non-binding dispute resolution method, except that each Party shall be solely responsible for its own attorneys' fees, costs, and expenses.

8. **Term, Termination and Withdraw.** This Agreement shall be valid from the Effective Date until December 31 of the year in which it takes effect. Thereafter, this Agreement shall automatically renew for successive one-year terms. This Agreement may be terminated at any time by the mutual written agreement of all Parties at the time of termination. In addition, any Party may withdraw from this Agreement at any time upon thirty (30) calendar days' prior written notice to all other Parties at the time of withdraw.

9. **General Provisions.**

a. Each Party waives all claims and causes of action against the other Parties for compensation, loss, damages, personal injury, or death occurring as direct or indirect a consequence of performing this Agreement.

b. The equipment and personnel of the Responding Party, while engaged in performing any service, activity, or undertaking under the provisions of this Agreement, shall have and retain all rights, privileges, and immunities, and shall be deemed to be engaged in the service under the direction and employment, of the Responding Party, notwithstanding that the Emergency Services are being performed for the Requesting Party in accordance with this Agreement.

c. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any performance under this Agreement is intended to be, and shall not be construed as, a "temporary assignment" of a Party's personnel, apparatus, or equipment to another Party. Accordingly, the provisions of C.R.S. § 29-5-103 through C.R.S. § 29-5-110 do not apply to this Agreement.

d. This Agreement provides for the Parties' joint exercise of their Emergency Services functions; however, it does not establish a separate legal entity to do so. Further, no Party is an agent of any other Party for any purpose whatsoever. This Agreement provides only for the sharing of in-kind Emergency Services and costs by the Parties toward the accomplishment of a common goal.

e. Enforcement of this Agreement, and all rights of action to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any third party. It is the express intention of the Parties that any third party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

f. This Agreement is not intended, and shall not 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 and their directors, council members, officers, employees, and volunteers under

federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, C.R.S., *et seq.*

g. Nothing herein shall be deemed a multi-fiscal year obligation and all direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If any Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate as to that Party at the end of the year in which the non-appropriation occurred, and no Party shall have liability to any other Party.

h. Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from the other Party. Notwithstanding the forgoing, each Party may, to the extent authorized by law, recover costs from third parties for all Emergency Services provided.

i. Colorado law governs this Agreement. Jurisdiction and venue for a civil action involving a dispute arising from or relating to this Agreement shall lie exclusively in the District Court for Boulder County.

j. This Agreement is the entire agreement between the Parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties to this Agreement as of the date of the amendment. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. If any provision 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. No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties to this Agreement as of the date of the proposed assignment. This Agreement may be executed in several counterparts or by electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the Parties have entered into this Agreement.

ALLENSPARK FIRE PROTECTION DISTRICT, COLORADO

By: _____
Mike Cousineau, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

BIG ELK MEADOWS VOLUNTEER FIRE DEPARTMENT, COLORADO

By: _____
Colin Eisenhart, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

BOULDER MOUNTAIN FIRE PROTECTION DISTRICT, COLORADO

By: _____
John Benson, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

BOULDER RURAL FIRE PROTECTION DISTRICT, COLORADO

By: _____
Greg Schwab, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

COAL CREEK FIRE PROTECTION DISTRICT, COLORADO

By: _____
Garret Ball, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

FOURMILE FIRE PROTECTION DISTRICT, COLORADO

By: _____
Bret Gibson, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

GOLD HILL VOLUNTEER FIRE DEPARTMENT, COLORADO

By: _____
Chris Finn, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

HYGIENE FIRE PROTECTION DISTRICT, COLORADO

By: _____
Cody Trevithick, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

INDIAN PEAKS FIRE PROTECTION DISTRICT, COLORADO

By: _____
Sequoia Zahn, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

JAMESTOWN VOLUNTEER FIRE DEPARTMENT, COLORADO

By: _____
David Mans, Fire Chief

By: _____
Mayor

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

LEFTHAND FIRE PROTECTION DISTRICT, COLORADO

By: _____
Chris O'Brien, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

LYONS FIRE PROTECTION DISTRICT, COLORADO

By: _____
Peter Zick, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

MOUNTAIN VIEW FIRE PROTECTION DISTRICT, COLORADO


By: _____
Dave Beebe, Fire Chief

By:  _____
Board President, Chad Christian

Attest:
Colleen G. Whitlow

Board Secretary, Colleen Whitlow

Approved as to Form:

By:  _____
Legal Counsel, John Chmil

WHEREFORE, the Parties have entered into this Agreement.

NEDERLAND FIRE PROTECTION DISTRICT, COLORADO

By: _____
Mike Scott, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

PINEWOOD SPRINGS FIRE PROTECTION DISTRICT, COLORADO

By: _____
Ted Plank, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

SUGARLOAF FIRE PROTECTION DISTRICT, COLORADO

By: _____
Janet Winchester, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

SUNSHINE FIRE PROTECTION DISTRICT, COLORADO

By: _____
Michael Schmitt, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

WHEREFORE, the Parties have entered into this Agreement.

TIMBERLINE FIRE PROTECTION DISTRICT, COLORADO

By: _____
Paul Ondr, Fire Chief

By: _____
Board President

Attest:

Board Secretary

Approved as to Form:

By: _____
Legal Counsel

TITLE	2.22.2022 BOD Meeting Documents
FILE NAME	2.22.2022 BOD Packet for Signature.pdf
DOCUMENT ID	f2cd3b4a44c13b42f1ec4bb0484a32bda6f77d6e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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