

Boulder Fire Department  
Front Range Fire Rescue  
Greeley Fire Department  
Longmont Fire Department  
Loveland Fire Rescue Authority



Mountain View Fire Protection District  
Platte Valley Fire Protection District  
Poudre Fire Authority  
Wellington Fire Protection District  
Windsor-Severance Fire Rescue

**FRFC Board of Directors  
Notice of Special Board Meeting and Agenda  
August 10, 2022, 10:00 AM**

**Greeley Fire Department  
1155 10<sup>th</sup> Ave, Greeley Colorado  
Video and phone conference attendance options below**

*Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*

*Individuals requiring special accommodation to attend and/or participate in this meeting please advise the ADA Compliance Officer at [Chief@frontrangefireconsortium.org](mailto:Chief@frontrangefireconsortium.org) or call 847.778.0411 to assist with any specific need(s) as soon as possible.*

- 1. Call To Order**
- 2. Director Roll Call**
- 3. Approval or Changes to the Agenda**
- 4. Discussion/Possible Action: Approval of July 14, 2022, Board Meeting Minutes**
- 5. Call to the Public**
- 6. Presentation: Current FRFC Insurance Coverage and Alternate Options**
- 7. Discussion/Possible Action: Consideration of Insurance Coverage Plan**
- 8. Information: Conflict of Interest Waiver with Ireland Stapelton**
- 9. Discussion: Updated Financial Report**
- 10. Discussion / Possible Action: 2022-2 Academy**
  - a. Update on 2022-2
  - b. Code of Conduct Document
- 11. Discussion: Envision Leadership Update**
- 12. Discussion/Possible Action: 2023 Budget Proposal**
  - a. 2023 FRFC Dues
  - b. 2023 Academy Dues

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- c. Wage Consideration for 2023
  - i. Consideration of Increase of Leased Resource Hourly Wages in 2023
  - ii. Consideration of Creating a FRFC Rate and Pay Instructors Through FRFC at Predetermined Rates

**13. Discussion/Presentation: Consideration of FRFC Structure and Future Opportunities for Operational Effectiveness**

**14. Update: Administrative Support Leased Resource**

- a. Potentially Needed Formal Shared Services Agreement

**15. Discussion/Possible Action: Consideration for Additional Special Meeting**

**16. Next Regular Meeting 10:00am November 9, 2022, Poudre Fire Authority Station 8 at 4800 Signal Tree Timnath**

**17. Adjournment**

**ZOOM Information**

Topic: FRFC Board of Directors Meeting

Time: Aug 10, 2022, 10:00 AM Mountain Time (US and Canada)

**Join Zoom Meeting**

<https://greeleygov.zoom.us/j/85741566337>

Meeting ID: 857 4156 6337

Passcode: 123456

One tap mobile

13462487799,,85741566337# US (Houston)

+13863475053,,85741566337# US

Dial by your location

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 857 4156 6337

Find your local number: <https://greeleygov.zoom.us/j/kvK8bf3VY>

**MINUTES  
BOARD OF DIRECTORS SPECIAL MEETING  
FRONT RANGE FIRE CONSORTIUM**

**Date: July 14, 2022**

**LOCATION:** In-person attendance at LFRA includes optional virtual attendance via Zoom for members and the public unable to make the meeting in-person.

1. **Call to Order:** President Kris Kazian call the meeting to order at 1107.
2. **Roll Call and Attendance: Board Members Present,** Brian Kuznik (Greeley), Kris Kazian (Windsor), Mike Patterson (Wellington), Michael West (Front Range Fire Rescue), Tim Sendelbach (Loveland Fire), Jim Klug (Platte Valley), Jared Ginsberg (Boulder), Tyson Barela (PFA), Dan Higgins (Longmont)

**Also Present:** Eric Klaas (LFRA), Jeramie Greer (WSFR), Cindy Heesemann, Sarah and Gabe with James Vincent Group.

**Board Members Absent:** Dave Beebe (Mountain View)

3. **Approval or Changes to the Agenda:** No changes to the presented agenda.

*Motion to approve the agenda (Tim Sendelbach) seconded (Mike Patterson)  
All approved*

4. **Discussion / Possible Action: Approval of previous meeting minutes**

*Motion to approve the previous meetings minutes from regular BOD meeting on June 8, 2022 (Brian Kuznik)  
Seconded (Tim Sendelbach)  
All Approved*

5. **Call to the Public: none**

6. **Discussion: Finalization of 2022-1 Academy Expenses**

- a. Gabe reported that the final reconciliation of 2022-1 Academy is complete. Aside from a few small credit card charges from the last statement, everything has been reconciled and billed out and most payments have been received. Total billed out for the academy was \$188,100 and total expenses for the academy were \$294,455. The 2022-1 academy lost \$106,000.
- b. Chiefs are working with Ben and Sarah to dial in the revenue and expenses of the next academy.
- c. JVG met with Chief Klaas and Jeramie and they will submit weekly reports to ensure that regular financial reports are created to accurately track academy financial performance.

*Update only, no action needed*

7. **Discussion: Updated Financial Report**

- a. Gabe with James Vincent Group presented the monthly financial report with the balance sheet and several reports. (Attached to the agenda by Chief Kazian on July 11, 2022)
- b. Through the month of June, the total revenue is \$309,356, and expenses are \$341,496. All dues have been received. The membership dues really helped offset the spring academy loss.
- c. Chief Kazian reports that there are 3 outstanding invoices in bill.com. Sarah explained that there are 2 professional development invoices and Cheyenne's academy surcharge open. The invoices will be reissues to applicable agencies.
- d. Chief Sendelbach asked what the surcharge amount is for agencies not members of FRFC? That amount is 10%.

*No action needed*

## 8. Discussion / Possible Action: Outstanding Issues for 2022-2 Academy

- a. Chief Kazian opened by acknowledging that Chief Klaas has stepped up and is working hard to get the FRFC on track for the Fall academy, thank you to LFRA and PFA for their efforts so far.
- b. The equipment relocation to LFRA went well with the help of MVFR and PFA. The only item outstanding is to create and update an inventory tracking system.
- c. Chief Klaas reports that there is a contract with Forge and the next step is a site plan with the Safety Division and get the certificate of occupancy. Next is cleaning and setting up the site and schedule another moving day. WSFR will load the tables and chairs on their trailer and get it over to Forge when their new tables/chairs arrive and Chief Klaas is ready for them.
- d. The AV needs were approved at \$20k and is currently at \$8,500. The equipment needs are separate from the AV needs and the team is working to determine what they have and what individual agencies may be able to provide. Specifically, rescue mannequins, ladders, small refrigerators, white boards, and mats. Chief Kazian feels like the items needed are reasonable and needed to run the academy. Chief Sendelbach states all agencies can pull together to ensure this academy has the necessary equipment for 2022-2.
- e. Chief Klaas will put together a list of equipment needs and send it to the BOD Chiefs. They will see how they can help. The Chiefs will support Chief Klaas and help come up with solutions.
- f. The cadre had a productive meeting, Longmont added one more recruit, with a total of 26-28 recruits.
- g. Boulder is able to host several days and the schedule is in place. The module leads are in place and the Training Chiefs meeting is 7/21, lesson plans and curriculum will be reviewed. The cadre chose not to go to Aims for hazmat or ventilation and these modules will be hosted by Boulder. Post academy training will be car seat, EMS, and oil and gas training.
- h. Jeramie Greer will step in as a leased resources for administration support for Chief Klaas.
- i. Chief Klaas will provide weekly reports to James Vincent Group to help with communications and financial reporting of modules as the academy progresses. Chief Sendelbach asks for more detail on the Transaction Report, specifically regarding "multiple invoices" (details on stubs) Chief would like as much detail as possible and have the expenses listed to understand what the exact line items are. Gabe will look into a report that will show this information. Identifying each expense will provide an actual number showing the actual cost to run an academy based on academy size. This includes the number of instructors needed in relation to the number of recruits and specific module and lesson plan. As a Board what is the minimum/maximum number of recruits are we willing to accept to host an academy? Chief Kazian adds that Chiefs West and Kuznik are working on a presentation of cost models and academy structures. These will be presented at the next Board meeting.
- j. Board Chief's would like the Code of conduct and expectations reviewed and signed by all instructors, Cadre, and students. Chief West adds that the Code of Conduct is important and that the instructors understand the responsibility to ensure that recruits are not picked on, singled out, harassed or bullied. The Cadre need to understand that core instructors are not over the top. Chief Klaas will ensure that instructors are coached well and understand the expectations. Chief Kuznik agrees that FRFC needs to share the expectation of the instructors are in front of the recruits so that the recruits understand what is expected of the instructors. Chiefs West will work on creating an expectations document for Chief Klaas to present to cadre and instructors that includes delivery of discipline, safety issues, standard operation, and structure. Chief Sendelbach suggests adding this training as part of a Chief's meeting to ensure that the instructors see that the Board Chiefs are in agreement with the expectations.
- k. Chief Klaas has reviewed the modules that Cadre will be able to teach while including instructors that specialize in specific modules.
- l. The financial expectations for 2022-2 is set at \$12,000 per recruit and will monitor as the academy progresses. The Board would like to try to recover some of the loss from 2022-1 academy. Reducing the academy from 15 to 13 weeks will help. Monitoring the recruit to instructor ratio will also help control cost. Chief Patterson adds that instructors/assistants changing rank adds to the increase in instructor costs. Chief Klaas reminds the Board that the ratio does not include Cadre and only includes instructors and assistant instructors. This academy will help define the recruit to instructor ratio resulting in understanding the exact cost to operate an academy.

*Motion to approve Chief Eric Klaas to spend up to an additional \$10k in addition to the original \$20k for essential equipment and academy items (Mike Patterson)*

*Seconded by (Tyson Barela)*

*All approved*

**9. Discussion/Possible Action: Update Envision Leadership**

- a. Late August start date at WSFR on Tuesdays. An invitation was sent to Weld and Larimer Counties along with member agencies. FRFC are looking for 25 students to be able to host the course.

**10. Discussion / Possible Action: Resolution 2022-02 Approval of Credit Card Authorization**

- a. The Board needs to provide a signed Resolution to the bank approving authorization to use FRFC credit cards.

*Motion to approve Resolution 2022-2-02 Approval of Credit Card Authorization (Mike Patterson)*

*Motion seconded (Jim Klug)*

*All approved*

**11. Discussion / Possible Action: Administrative Support Leased Resource**

- a. LFRA has posted a full time, full benefit Business Support Specialist position. This position will begin as a dual-purpose position and will assist LFRA (50%) and Chief Klaas with FRFC (50%) as needed and as a leased resource position. The position will be hosted, hired and interviewed by LFRA. The position will be a benefit for FRFC and a help the Academy Chief. This position will be outside the \$12,000 per recruit cost. Gabe explained this position will affect this year's budget and hours supporting FRFC should be covered by the existing budget, FRFC should move ahead with caution.

*Motion to approve the hiring of an Administrative Support Specialist leased resource position through LFRA (Mike Patterson)*

*Motion seconded (Dan Higgins)*

*All approved*

**12. Information Update: Property and Liability Insurance Options**

- a. Chief Kazian has scheduled a presentation with the Property Liability group to discuss insurance options. Chief explained how the process has worked in the past. The presentation will propose options going forward.

**13. Next meeting / Adjournment**

- a. *Motion to adjourn the meeting at 1255 (Tim Sendelbach)*  
*Seconded- (Kris Kazian)*  
*Passed by vote*
- b. The next Board of Directors regular meeting is August 10th, 2022 at 1000 at GFD Station 1

**ATTESTATION OF MINUTES:**

We attest that the foregoing minutes, which have been approved by the affirmative majority vote of the Board of Directors of the Front Range Fire Consortium, are a true and accurate record of the meeting held on the date stated above.

\_\_\_\_\_  
President/Chairman

\_\_\_\_\_  
Secretary/Treasurer

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**Submitted by:** Kris Kazian **Date:** August 7, 2022

<b>Agenda Item: Insurance Coverage Presentation</b>  <b>Agenda Item #: 7</b>	<b>Board Meeting Date: August 10, 2022</b>  <b>Division Section: Administration</b>
<b>Action Requested:</b> <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Information <input type="checkbox"/> Other (Explain)	<b>Staff Recommendation:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded

*Project / item relates to FRFC Strategic Plan* Yes \_\_\_ No \_\_\_

**Agenda Item Summary:** FRFC has insurance coverage that may or may not be what the agency needs or wants. A change in the coverage and structure could better protect FRFC, be easier to administer, and be a reduction in costs.

**Background Information:** FRFC has insurance coverage through TCW Risk Management, and the policy is underwritten by ESIP. The policy was developed to meet language interpreted by our insurance carrier and assumed approved/vetted by past FRFC Boards. The coverage seems to potentially not be what we need or want and consideration for developing different and improved coverage for FRFC liability is being proposed.

**Financial Impacts:** It is suspected that the change in insurance coverage will satisfactorily cover FRFC liability needs and be a savings in the area of \$2,000 to \$2,500 to FRFC annually.

**Pros / Cons:**

PRO: Getting the coverage properly underwritten will allow for FRFC to have the proper coverage and alleviate considerable amount of work and effort Academy cadre or hired resources have had to manage. There are also concerns that we may be taking on too much liability as currently functioning which could get removed if a switch is made.

CON: None

**Staff Perspective:** Currently, the way we handle insurance is that FRFC Cadre or administrative personnel contact the insurance provider every time FRFC moves from one location to another. The facility then gets placed under FRFC coverage and according to our insurance provider, FRFC essentially FRFC assumes the liability for that entire building while we are using the facility. This creates added costs to the insurance coverage FRFC should not assume as well as puts all locations FRFC visits and insures in a predicament where there could be questions on who the primary insurance policy is if there is something that creates an insurance claim. This could even be for issues unrelated to FRFC activities. For instance- if there is a hailstorm at a location FRFC is

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teaching, say Windsor Fire Station 1, FRFC could be the insurance policy that is responsible for that claim.

Essentially this is derived from the IGA which states we will have Property and Liability coverage for all locations FRFC uses (highlighted areas of the attached IGA) are where the concerns are. Legal has stated that was NOT the intent when written but the insurance company states that is what the IGA says is needed based on the language in the IGA.

FRFC definitely has a vested interest in absolving FRFC for the entire property we may be holding classes at and only want to be responsible for the issues that would fall under a Liability policy.

Consideration might want to be given to additional coverage at the Forge now that we are off site from a fire-based facility that has insurance coverage for their building. This might equate to renters' insurance in case there is a situation at The Forge and our equipment/material is damaged due to another person or something out of our control.

The challenge with making any changes is the language that is in the IGA and the interpretation of the insurance company. How that is resolved is up in the air. It might be easier to rewrite the entire IGA given the challenges we currently have with many aspects of the document, and it could be a motion and direction by the membership- there is still work to be done as to how this will be best accomplished if given direction to take action.

### **Legal Input/Considerations:**

**President's Recommendation:** Righting the insurance coverage is important from a cost containment perspective but equally from a limiting our liability or not creating challenges for our host sites based on insurance policy/procedures. I could see a situation where an insurance carrier for a host agency learns there was additional insurance on a property, they might try to excuse their coverage based on being covered by a different policy. Not sure the likelihood of that but I would hate to see a host location find themselves challenged if there was a claim and FRFC was interfering with the process.

Developing a system that is considerably less labor intensive, meets our insurance needs, and protects FRFC appropriately – all while saving FRFC money seems to be of significant interest to all member agencies. Given the fact the direction is in an IGA creates challenges as to how best to resolve the matter. We are working with our legal representation and the insurance company and will be looking for direction from the membership before proceeding.

**Motion(s):** I move to direct the insurance company and legal counsel to find a suitable solution to align FRFC insurance needs for liability coverage as presented.

**Attachments:** IGA (with insurance language highlighted), Current ESIP Policy and coverages.

**INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE FRONT RANGE FIRE CONSORTIUM**

This INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FRONT RANGE FIRE CONSORTIUM ("*Agreement*") is made and entered into as of the Effective Date (defined below) by and among the following local governments that have signed this Agreement by the Effective Date, which are referred to individually as an "*Establishing Member*" and collectively as the "*Establishing Members*":

1. CITY OF BOULDER, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
2. CITY OF GREELEY, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
3. CITY OF LONGMONT, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
4. CITY OF LARAMIE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming;
5. CITY OF CHEYENNE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming;
6. MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;
7. WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;
8. POUDDRE FIRE AUTHORITY, a public entity of the State of Colorado; and,
9. LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado.

**RECITALS**

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements;

WHEREAS, Sections 29-1-203 and 29-1-203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so. Section 29-1-206.5, C.R.S., authorizes Colorado municipalities, fire protection districts and fire protection authorities to contract with municipalities of neighboring states to provide emergency services; and,

WHEREAS, the Establishing Members wish to establish a separate political subdivision of the State of Colorado that will be responsible for providing training and other services supporting the provision of emergency services by the Establishing Members and, when appropriate, to provide such training and other support services to Associate Members (defined below) and/or Contracting Agencies (defined below).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Establishing Members agree as follows:

## AGREEMENT

### ARTICLE 1 ORGANIZATION AND PRINCIPAL PLACE OF BUSINESS

1.1 **Organization.** There is hereby established the "Front Range Fire Consortium" ("*Consortium*"), which shall constitute a separate political subdivision of the State pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., and a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.* The Consortium is established in conformity with Section 29-1-203.5, C.R.S. and the provisions of that statute shall apply to the Consortium.

1.2. **Principal Place of Business.** The Board will from time to time establish the Consortium's principal place of business, which initially will be 1731 Cedar Ave, Greeley, Colorado 80631.

### ARTICLE 2 DEFINITIONS

In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

2.1 **“Advance Deposit”** means the portion of the projected expenditures set forth in the Annual Budget adopted by a Majority vote of the Voting Directors that shall be paid by each Establishing Member and Associate Member. The amount of the Advance Deposit, if any, shall be set by a Majority vote of the Voting Directors at the time they adopt the Annual Budget.

2.2 **“Alternate Non-Voting Director”** means an alternative representative appointed by an Associate Member to serve as its Non-Voting Director when its Non-Voting Director is absent or unable to perform his/her duties.

2.3 **“Alternate Voting Director”** means an alternative representative appointed by an Establishing Member to serve as its Voting Director when its Voting Director is absent or unable to perform his/her duties.

2.4 "**Annual Budget**" means the fiscal plan adopted annually by the Board regarding anticipated revenues and expenditures, and the funding of or expenditure from the General Operating Fund and/or the Reserve Fund during the ensuing Fiscal Year.

2.5 "**Annual Membership Fee**" means the non-refundable annual fee charged to each Establishing Member and Associate Member for membership in the Consortium, the amount of which is established by the Board each year as part of the Annual Budget.

2.6 "**Associate Member**" means a governmental agency that is not an Establishing Member or Contracting Agency, which (a) pays the Annual Membership Fee; (b) pays the Per Participant Fee(s) (when applicable); and, (c) is entitled to participate in the Consortium Leased Resources Program. The following agency is accepted as an Associate Member as of the Effective Date with no further action being required by the Consortium or the agency:

CENTRAL VALLEY FIRE DISTRICT, a Montana statutory rural fire district.

2.7 "**Board**" means the Board of Directors for the Front Range Fire Consortium, as established by this Agreement.

2.8 "**Contracting Agency**" means either a governmental agency that provides emergency services or a private entity that provides emergency services, and which governmental agency or private entity enters into one or more Service Agreements with the Consortium.

2.9 "**Director(s)**" means (a) each Voting Director or, in his/her absence or inability to perform, the Alternate Voting Director; and (b) each Non-Voting Director or, in his/her absence or inability to perform, the Alternate Non-Voting Director.

2.10 "**Effective Date**" means January 1, 2017.

2.11 "**Fiscal Year**" means the fiscal year of the Consortium, which is concurrent with the calendar year.

2.12 "**General Operating Fund**" means a fund into which all revenues from any source are deposited and from which all financial obligations and expenditures of the Consortium are paid, except for revenues that are deposited into and paid directly from the Reserve Fund.

2.13 "**Majority**" means one more than half the Voting Directors present at a regular or special meeting where a quorum of Voting Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience. For purposes of an emergency meeting, a Majority means, regardless whether a quorum of Voting Directors is present, one more than half the Voting Directors present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

2.14 "**Non-Voting Director(s)**" means a non-voting representative appointed by each Associate Member (exclusive of any Associate Member that withdraws or is involuntarily terminated).

2.15 "**Participant**" means an employee or volunteer of an Establishing Member, Associate Member or Contracting Agency, who participates in one or more of the Services provided by the Consortium.

2.16 "**Per Participant Fee**" means the fee charged an Establishing Member or Associate Member for each Participant that Establishing Member or Associate Member has participating in one or more of the Services provided by the Consortium. The Voting Directors, by Majority vote, shall establish each Per Participant Fee that will be charged, and the amount of each Per Participant Fee, as part of adopting the Annual Budget. The Per Participant Fees may be established for each individual Service, for a group of Services, or in any other manner the Voting Directors deem appropriate. By way of example only, in a given year, the Voting Directors could establish: a) a separate Per Participant Fee for each Service provided by the Consortium; b) a "group" Per Participant Fee that entitles a Participant to participate in a certain group of Services provided by the Consortium; and, c) an "all inclusive" Per Participant Fee that entitles a Participant to participate in all Services provided by the Consortium.

2.17 "**Quorum**" means more than one-half the number of Voting Directors serving on the Board at the time of the regular or special meeting, whether participating in-person, telephonically or by any other media by which each Voting Director can hear and be heard by the other Voting Directors and the audience. A vacant Voting Director position will not be counted for purposes of determining if a quorum is present. A Voting Director who abstains from a vote will still be counted for purposes of determining if a quorum is present.

2.18 "**Reserve Fund**" means a fund established to defray the costs of unanticipated or unreimbursed administrative or operating expenses, or for future capital expenditures

2.19 "**Reserve Fund Contribution**" the amount each Establishing Member may be required to pay from time to time into the Reserve Fund, as determined by the Board.

2.20 "**Services**" means the training and other services provided by the Consortium to support the emergency services of the Establishing Members, which services shall be determined by the Board from time to time.

2.21 "**Service Agreement(s)**" means one or more contracts entered into between a Contracting Agency and the Consortium whereby the Consortium provides one or more Services in exchange for monetary compensation.

2.22 "**Super Majority**" means at least sixty-six percent (66%) of the Voting Directors at the time of a regular or special meeting where a quorum of Voting Directors are present in-person, telephonically or by any other media by which each Voting Director can hear and be heard by the other Voting Directors and the audience.

2.23 **“Unaffiliated Participant”** means an individual who is not an employee or volunteer of an Establishing Member, Associate Member or Contracting Agency, and who participates in an Unaffiliated Participant Program established by the Majority vote of the Voting Directors.

2.24 **“Unaffiliated Participant Fee(s)”** means the fee(s) charged an Unaffiliated Participant to participate in one or more of the Services provided by the Consortium. The Voting Directors, by Majority vote, shall establish each Unaffiliated Participant Fee that will be charged, and the amount of each Unaffiliated Participant Fee, as part of adopting the Annual Budget. The Unaffiliated Participant Fees may be established for each individual Service, for a combination of Services, or in any other manner the Voting Directors deem appropriate. By way of example only, for a given year, the Voting Directors could establish: a) a separate Unaffiliated Participant Fee for each Service provided by the Consortium; b) a “group” Unaffiliated Participant Fee that entitles an Unaffiliated Participant to participate in a certain group of Services provided by the Consortium; and, c) an “all inclusive” Unaffiliated Participant Fee that entitles an Unaffiliated Participant to participate in all Services provided by the Consortium.

2.25 **“Voting Director(s)”** means a voting representative appointed by each Establishing Member (exclusive of any Establishing Member that withdraws or is involuntarily terminated).

### **ARTICLE 3 POWERS AND AUTHORITY**

All legislative power of the Consortium is vested in the Board. The Consortium, through its Board, shall have the following powers and authority:

- 3.1 Determine, develop and provide high quality Services.
- 3.2 Acquire, lease, operate, maintain, repair, replace or sell real and personal property, systems, equipment and other materials necessary or appropriate for the administration of the Consortium and its provision of the Services.
- 3.3 Hire employees and appoint volunteers; lease personnel from an Establishing Member or Associate Member; and, hire independent contractors, consultants and professionals.
- 3.4 Collect and disburse all funds related to administering the Consortium and providing the Services, and establish such banking accounts and relationships necessary for these purposes.
- 3.5 Maintain separate asset inventory schedules for all real or personal property acquired by the Consortium, whether through purchase, donation, grant or otherwise.
- 3.6 Enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association,

partnership, corporation, or any other organization of any kind.

3.7 Receive contributions, gifts, donations, bequests, or grants of any type or nature, including but not limited to cash, real or personal property, equipment, or services.

3.8 Adopt bylaws, policies, and procedures with respect to the exercise of its powers and authority, and the provision of its Services.

3.9 Obtain and maintain general liability and management liability insurance coverage, and such other insurance as it deems appropriate or as may be required by law.

3.10 Exercise any other powers and authority that are necessary to administer the Consortium or provide the Services, including all implied or inherent powers and authority granted the Consortium by this Agreement or by law.

#### **ARTICLE 4 ESTABLISHING MEMBERS, ASSOCIATE MEMBERS AND CONTRACTING AGENCIES**

##### **4.1 Establishing Members and Associate Members.**

4.1.1 Rights of Establishing Members. Each Establishing Member shall have the rights:

a. To participate in and receive any Services provided by the Consortium. Establishing Members shall pay for costs associated with the Services provided by the Consortium in accordance with the terms of this Agreement;

b. To receive reimbursement for Leased Resources;

c. To a prorated share of the assets of the Consortium upon termination of this Agreement, unless the Establishing Member has been involuntarily terminated or has withdrawn prior to the effective date of termination of this Agreement;

d. To have a representative serve on the Board and to cast one vote on any matter coming before the Board; and,

e. To all other benefits and privileges bestowed on Establishing Members under this Agreement.

4.1.2 Rights of Associate Members. Associate Members shall have all of the rights of Establishing Members except that the representative an Associate Member appoints to the Board shall serve as an *ex officio* Board member and shall not be entitled to vote on matters coming before the Board.

4.1.3 Involuntary Termination. The Board may terminate the participation of any Establishing Member or Associate Member (“**Defaulting Member**”) in the Consortium, and remove such Defaulting Member as a party to this Agreement, upon the occurrence of either of the following: a) the Defaulting Member's breach of this Agreement (“**Breach**”); or b) the Defaulting Member's failure to pay in full at the required time either its Annual Membership Fee and/or any Reserve Fund Contribution (“**Failure to Pay**”). The procedure for such termination and removal shall be as follows:

a. Super Majority Vote. Termination and removal shall require a Super Majority vote of the Voting Directors at a regular or special meeting during which the Defaulting Member shall have the opportunity to present relevant evidence in its defense, which relevancy shall be determined by the Voting Directors.

b. Opportunity to Cure. If the Voting Directors vote to terminate and remove a Defaulting Member as set forth above, the Defaulting Member shall have thirty (30) calendar days to cure a Breach, or ten (10) calendar days to cure a Failure to Pay, as applicable.

c. Final Termination Vote. At a regular or special Board meeting, the Board shall determine whether the Defaulting Member cured the violation within the applicable cure period. The Board may review such evidence as it determines is reasonable and necessary and shall thereafter vote on the matter. Whether the Defaulting Member successfully cured the violation shall be determined by a Majority vote of the Voting Directors. If the meeting is to evaluate the cure of a Breach, this meeting shall be held not less than thirty (30) days and not more than sixty (60) days after a Super Majority vote of the Voting Directors to terminate and remove the Defaulting Member. If the meeting is to evaluate the cure of a Failure to Pay, this meeting shall be held not less than ten (10) days nor more than thirty (30) days after a Super Majority vote of the Voting Directors to terminate and remove the Defaulting Member. If the Board determines that the Defaulting Member did not cure the violation, the Defaulting Member's participation in the Consortium shall immediately terminate and the Defaulting Member shall be removed as a party to this Agreement.

Upon termination, the terminated Defaulting Member shall have no further interest, right or title in or to any assets or equity of the Consortium. Termination of one or more Establishing Members shall not cause termination of this Agreement.

4.1.4 Consolidation by Establishing Members. Consolidation by a Establishing Member with another Establishing Member or a non-Establishing Member to form a single legal entity will neither terminate this Agreement nor constitute a withdrawal by the consolidating Establishing Member(s). All rights and obligations of such consolidating Establishing Member(s) will inure to the newly created single legal entity. Any consolidated Establishing Member will have one Voting Director on the Board and will be entitled to one vote.

4.1.5 Withdrawal of Establishing Members. An Establishing Member may withdraw from this Agreement at the end of any calendar year by written notice authorized by the governing body of such Establishing Member that is given to the Board and every other

Establishing Member no later than January 15th of that calendar year. To the extent permitted by law, a withdrawing Establishing Member will remain liable for its share of any and all financial obligations and indebtedness of the Consortium incurred while the withdrawing Establishing Member was an Establishing Member of the Consortium. Upon withdrawal, a withdrawing Establishing Member will have no further interest, right, or title in or to any assets or equity of the Consortium, unless there is a specific written agreement to the contrary approved by the governing body of the withdrawing Establishing Member and a Super Majority vote of the Voting Directors. Withdrawal by any Establishing Member or combination of Establishing Members will not cause termination of this Agreement. A Establishing Member's non-appropriation of funds pursuant to Section 6.5 will constitute a withdrawal; provided however, that the three hundred fifty (350) calendar days prior notice period will not apply and, instead, the Establishing Member will be deemed withdrawn as of January 1 of the Fiscal Year for which funds are not appropriated. A non-appropriating Establishing Member must notify every other Establishing Member as soon as reasonably practical when it is certain that its governing body will fail to appropriate the funds necessary for the Establishing Member to meet its financial obligations for the ensuing Fiscal Year.

4.1.6 Addition of Establishing Members and Associate Members. A new governmental agency may join the Consortium as an Establishing Member of this Agreement upon the Super Majority vote of the Voting Directors consenting to the new governmental agency becoming an Establishing Member. A new governmental agency may join the Consortium as an Associate Member of this Agreement upon the Majority vote of the Voting Directors consenting to the new governmental agency becoming an Associate Member.

4.2 Contracting Agency. Upon the affirmative Majority vote of the Voting Directors, the Consortium may enter into a Service Agreement(s) with a Contracting Agency to provide to the Contracting Agency one or more of the Services. Each Service Agreement will specify the Service(s) to be provided by the Consortium and the terms under which such Service(s) is to be provided, including the compensation to be paid the Consortium, and the terms and conditions upon which the Service Agreement may or shall be terminated.

## **ARTICLE 5 GOVERNANCE**

5.1 Establishment of Board of Directors. There is hereby established a Board of Directors. The Board shall consist of one Voting Director and, in his/her absence or inability to perform his/her duties, one Alternate Voting Director for each Establishing Member, and one Non-Voting Director and, in his/her absence or inability to perform his/her duties, one Alternate Non-Voting Director for each Associate Member. Directors may be appointed to serve consecutive terms on the Board.

5.2 Appointment. A Director will serve at the pleasure of the governing body of the Establishing Member or Associate Member, as applicable, and may be replaced at any time and for any reason by the governing body of the applicable Establishing Member or Associate Member.

5.3 **Compensation.** Directors will not receive compensation for their services. The Board may provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of the Consortium.

5.4 **Board Action.** Final actions or decisions of the Board (including ratification or rescission of action taken by the Board at an emergency meeting) may be taken or made only at regular or special meetings of the Board, called upon notice as required herein, at which a Quorum is present. Except as set forth below or as otherwise provided in this Agreement, final actions or decisions of the Board shall be made by the affirmative vote of a Majority of the Voting Directors at a properly-noticed regular or special meeting at which a Quorum is present.

5.5 **Meetings.**

5.5.1 **All Meetings Public.** All regular, special and emergency meetings of the Board will be open to the public and subject to the Colorado Sunshine Law, Part 4 of Article 6, Title 24 of the Colorado Revised Statutes ("*Sunshine Law*"), except that an emergency meeting may be called without 72 hours prior notice as provided in Section 5.5.6, below.

5.5.2 **Regular Meetings.** Regular meetings shall be held at least quarterly. A schedule of regular meetings of the Board for an upcoming year shall be set by resolution of the Voting Directors no later than the last quarterly meeting of the current year, which resolution will identify the dates, times, and location(s) of said regular meetings. Following adoption of said resolution, no additional notice to the Directors will be required. Regular meetings of the Board will be posted in accordance with the Sunshine Law. Directors may participate in any regular meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

5.5.3 **Special Meetings.** Special meetings of the Board may be called by any two (2) or more Voting Directors. Thereupon it will be the duty of the Board Secretary to cause notice of such meeting to be given as hereinafter provided. Work/study sessions will constitute a special meeting. Special meetings of the Board will be held at the time and place fixed by the Voting Directors calling the meeting. Special meetings of the Board will be posted in accordance with the provisions of the Sunshine Law. Directors may participate in any special meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

5.5.4 **Notice of Special Meeting.** Written notice of any special meeting of the Board shall be delivered to each Director not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of the Board Secretary, or upon the Board Secretary's default, by the Voting Directors calling the meeting.

5.5.5 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board will constitute a waiver by such

Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

5.5.6 Emergency Meetings. Two (2) or more Voting Directors may call an emergency meeting at any time and without 72 hours prior notice in the event of an emergency that requires the immediate action of the Voting Directors in order for the Consortium to carry out its Services and related functions. The Board Secretary, or upon the Board Secretary's default, the Voting Directors calling the emergency meeting, shall cause notice of the emergency meeting to be given immediately to all Directors. Notice may be given in-person, by facsimile or by electronic mail at the direction of the Board Secretary, or upon the Board Secretary's default, by the Voting Directors calling the emergency meeting. To the extent practicable, public notice of an emergency meeting will be posted in the same locations as for regular meetings. At the emergency meeting, the Board, by affirmative vote of a Majority of the Voting Directors present, may take any action within the express or implied powers of the Consortium to carry out its Services and related functions; provided, however, any action taken at an emergency meeting will be effective only until the first to occur of: a) the next regular meeting, or b) the next special meeting of the Board at which the emergency issue is on the public notice of such meeting. At such subsequent meeting, the Voting Directors may ratify any emergency action taken. If any emergency action taken is not ratified, it shall be deemed rescinded. Emergency meetings of the Board shall be open to the public.

5.5.7 Procedural Rules Governing Meetings. The Board shall develop procedural rules for conducting regular and special meetings, provided that such rules will include the following: a) the reading of the text of minutes, financial statements or proposed Resolutions into the record is not required; and b) the Chairperson may make a motion and may vote on a motion. In the absence of an established procedural rule, the Board will, to the extent practicable, follow the latest edition of *Robert's Rules of Order*.

5.5.8 Officers. The officers of the Consortium will be a President, Vice-President, Secretary, and Treasurer. All officers shall be Voting Directors.

a. Election and Term of Office. The term of office for all officers will be two Fiscal Years; provided, however, that the first President and Treasurer elected after the Effective Date shall serve an initial term of three Fiscal Years. The initial officer of each position also will serve for the remainder of the Fiscal Year in which he/she was elected. Thereafter, at its last regular or special meeting during a Fiscal Year in which an officer's term is expiring, the Board, by Majority vote of the Voting Directors, will elect a new officer to that position. Vacancies occurring in any officer position may be filled by Majority vote of the Voting Directors at any regular or special meeting of the Board at the time the vacancy occurs.

b. Removal. Any officer elected by the Voting Directors may be removed by the Voting Directors, with or without cause, at any time by Majority vote of the Voting Directors at any regular or special meeting of the Board at which a quorum is present.

c. Duties and Authority of Officers.

i. President. Except as otherwise directed by a Majority of the Voting Directors, the President will execute all legal instruments of the Consortium and will represent the Board at any meeting, event, or other activity at which a Board representative is permitted, requested, or required to be in attendance. The President will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time. The President will serve as the Chairperson and preside at all Board meetings.

ii. Vice-President. Except as otherwise directed by a Majority of the Voting Directors, the Vice-President will perform the duties and have the authority of the President in the President's absence or inability or refusal to perform his/her duties. The Vice-President will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time so long as such duties are not inconsistent with the duties and authority of the President. The Vice-President will serve as the Chairperson at any Board meeting where the President is absent, or is unable or refuses to serve as the Chairperson.

iii. Secretary. The Secretary will (A) maintain the official records of the Consortium, including this Agreement, bylaws, policies, procedures and protocols established by the Voting Directors, minutes of Board meetings, and a register of the names and addresses of the Establishing Members, Associate Members, Contracting Agencies, Directors and officers; and (B) issue meeting notices, attest documents as necessary or appropriate, and prepare the minutes of all Board meetings. The Secretary will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time.

iv. Treasurer. The Treasurer will be responsible for the general oversight of all financial aspects of the Consortium. The Treasurer will serve as the financial official of the Consortium. The Treasurer will serve as the Chairperson at any meeting where both the President and Vice-President are absent, or fail or refuse to serve as the Chairperson. The Treasurer will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time.

5.5.9 Bonds of Officers, Employees and Agents. The Treasurer and any other officer, employee or agent of the Consortium charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board will determine. The Voting Directors, in their discretion, also may require any other officer, employee or agent of the Consortium to give a bond in such amount and with such surety as will be determined. The cost of such bond will be an expense of the Consortium.

5.5.10 Governmental Immunity. Every Director, officer, employee and volunteer of the Consortium, while performing his/her duties and functions on behalf of the Consortium, whether such duties and functions have been expressly assigned or are reasonably implied based

on his/her expressly assigned duties and functions, will constitute a public employee for the purposes of the Colorado Governmental Immunity Act, including but not limited to C.R.S. § 24-10-110.

5.5.11 Execution of Contracts. Except as otherwise provided by law or in this Agreement, the Board may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Consortium.

5.5.12 Assets Held In Trust. All assets of the Consortium will be held in trust for the purposes stated in this Agreement, including payment of liabilities of the Consortium.

5.6 Committees. The Voting Directors may, by written Resolution adopted by a Majority vote, establish such committees as they deem appropriate from time to time. The Resolution establishing a committee shall, at a minimum, state: the name of the committee; the names of the Board member(s), employees, volunteers and/or other individuals, such as citizens or consultants, who will serve on the committee; a detailed statement of the committee's mission/goals, duties and authority; and, the period for which the committee shall be in place. Notwithstanding anything stated in a Resolution establishing a committee, the Board shall have the absolute right by Majority vote to modify any aspect of any committee or to terminate any committee.

## **ARTICLE 6 FISCAL ADMINISTRATION**

The Consortium will be subject to the Local Government Budget Law of Colorado, Part 1 of Article 1, Title 29 of the Colorado Revised Statutes. The provisions of Article 10.5 of Title 11, C.R.S. will apply to all monies of the Consortium.

### **6.1 Initial and Annual Budget.**

6.1.1 Initial Budget. The initial budget for the Consortium, which will take effect on the Effective Date and will continue through December 31 of the Fiscal Year immediately following the Effective Date, is attached to this Agreement as Exhibit A ("Initial Budget"). Each Establishing Member and Associate Member shall pay its share of the Initial Budget, as set forth therein.

6.1.2 Annual Budget. The Annual Budget for the next Fiscal Year will be adopted by a Majority of the Voting Directors on or before July 1 of each Fiscal Year. The Annual Budget shall set forth the: a) Annual Membership Fee; b) the Per Participant Fee(s); c) the Unaffiliated Participant Fee(s), if any; d) the Fee Schedule (defined below); e) Reserve Fund Contributions, if any; and f) any other fees for Services the Board may establish from time to time. The Annual Budget also shall establish the Advance Deposit, if any, to be made by each Establishing Member and Associate Member.

### **6.2 Payment.**

6.2.1 Annual Membership Fee. Each Establishing Member and Associate Member shall pay its non-refundable Annual Membership Fee within forty-five days of adoption of the Annual Budget.

6.2.2 Advance Deposit. If an Advance Deposit is adopted as part of an Annual Budget, each Establishing Member and Associate Member shall pay the Advance Deposit within forty-five days of adoption of the Annual Budget. On or before January 31 of the following year the Consortium shall determine the total amount actually incurred for the Services provided to each Establishing Member and Associate Member during the preceding year relative to the amount of the Advance Deposit, if any. The Consortium shall give credit, if appropriate, for any reimbursement owed an Establishing Member or Associate Member under the applicable Fee Schedule. An Establishing Member and Associate Member that owes additional funds shall pay it within forty-five calendar days of receiving an invoice from the Consortium. An Establishing Member and Associate Member that has overpaid shall receive reimbursement within forty-five calendar days of the Consortium determining such overpayment has occurred.

6.3 Late Payments. Any undisputed payment required under this Agreement that is not paid when due will accrue interest in the amount of eight percent (8%) per annum until paid.

6.4 Annual Audit. The Consortium's revenues and expenditures shall be subject to an annual audit in accordance with Colorado law, which will be performed by a certified public accountant.

6.5 Non-Appropriation. All direct and indirect financial obligations of an Establishing Member or an Associate Member under this Agreement are subject to the annual appropriation of funds by its governing body. No provision of this Agreement will be construed or interpreted: a) to directly or indirectly obligate an Establishing Member or an Associate Member to make any payment in any Fiscal Year in excess of amounts it appropriated for such Fiscal Year; or b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of an Establishing Member or an Associate Member within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

6.6 General Financial Matters.

6.6.1 Negotiable Instruments. All checks, drafts, or other orders for payment of money will be issued in the name of the Consortium, and in such manner as, from time to time, will be determined by the Board.

6.6.2 Financial Obligations and Debt Not That of Establishing Members. All financial obligations of the Consortium will not be the debts, liabilities, or obligations of the Establishing Members, unless provided by written consent of the governing body of each of the Establishing Members in compliance with law.

6.6.3 Financial Support. The Consortium may receive financial support from any source, including public or private donations, gifts, or grants.

6.6.4 Compliance with State Laws Related to Deposit and Investment of Consortium Funds. Under the general oversight of the Treasurer, the Board will ensure all funds of the Consortium placed in bank deposit accounts, including checking, savings, bank money-market, and certificate of deposit (CD) accounts, comply with the requirements of the Public Deposit Protection Act, C.R.S., §11-10.5-101, *et seq.*, as may be amended. The Board will establish the investment policies of the Consortium funds, which policies will comply with the federal and state constitutional and statutory laws governing the investment of public funds, including but not limited C.R.S., § 24-75-601, *et seq.*, as may be amended. Under the general oversight of the Treasurer, all investments of Consortium funds shall comply with the investment policies established by the Board.

6.6.5 Records Subject to Inspection. All of the Consortium's financial records will be available for inspection by any Establishing Member or Associate Member upon reasonable notice during normal business hours.

## **ARTICLE 7**

### **LEASED RESOURCES**

An Establishing Member or Associate Member (“**Leasing Member**”) may from time to time lease personnel, real property and/or personal property (i.e., fire apparatus, vehicles, equipment, tools, etc.), or provide support services (collectively, the “**Leased Resource(s)**”), to the Consortium for a period mutually agreed upon by the parties. During the period that a Leasing Member leases a Leased Resource to the Consortium, the Leasing Member shall be entitled to reimbursement in an amount set forth in the Fee Schedule, adopted by the Board each year as part of the Annual Budget (“**Fee Schedule**”). The initial Fee Schedule for Fiscal Year 2017 is attached as **Exhibit B**. By leasing a Leased Resource to the Consortium, the Leasing Member and the Consortium expressly agree to, and shall be bound by, the terms and conditions set forth in this Article 7.

7.1 **Leased Personnel.** Any employee or volunteer of a Leasing Member shall at all times remain solely the employee or volunteer of the Leasing Member. The Leasing Member shall be solely responsible for all compensation, benefits, withholdings and deductions, hiring/appointing, termination, discipline, and other terms and conditions of employment/volunteerism. The Leasing Member shall be solely responsible for maintaining all benefits required by federal or state law, including unemployment compensation insurance and worker’s compensation insurance. Under no circumstances shall the Consortium be considered an employer or appointing organization of a Leasing Member’s employees or volunteers. Either the Leasing Member or the Consortium may terminate the lease at any time with respect to all or any of the Leasing Member’s employees or volunteers with 10 calendar days prior written notice to the other party.

7.2 **Leased Real Property.** Any real property leased to the Consortium by a Leasing Member shall at all times remain the solely real property of the Leasing Member. The

Consortium shall take no action, or allow any action to be taken, that would cause a lien, verified statement of claim, encumbrance or other liability to attach to the leased real property. **The Consortium shall at all times maintain property and liability insurance covering the real property leased to it, in the amount established by the Majority vote of the Voting Directors from time to time.** The Consortium shall be responsible for any damage caused to real property during the period it is leased to the Consortium. The Leasing Member shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to the Consortium's use of the real property. The Consortium shall make no modifications or improvements to real property leased to it.

7.3 **Leased Personal Property.** All apparatus, vehicles, equipment, tools or other personal property (collectively, "**Personal Property**") leased to the Consortium by a Leasing Member shall at all times remain the sole property of the Leasing Member. **The Consortium shall at all times maintain property and liability insurance covering the Personal Property leased to it, in the amount established by the Majority vote of the Voting Directors from time to time.** The Consortium shall be responsible for any damage caused to Personal Property during the period it is leased to the Consortium. The Leasing Member shall pay for all fuel, supplies, maintenance and repairs for Personal Property during the period it is leased to the Consortium. The Consortium shall make no modifications or improvements to Personal Property leased to it.

7.4 **Leased Support Services.** A Leasing Member and the Consortium may mutually agree that the Leasing Member will provide certain Support Services, such as accounting, human resources, etc., to the Consortium for a fixed or indefinite period of time. Any employee or volunteer of a Leasing Member who provides Support Services to the Consortium on behalf of the Leasing Member shall at all times remain solely the employee or volunteer of the Leasing Member. The Leasing Member shall be solely responsible for all compensation, benefits, withholdings and deductions, hiring/appointing, termination, discipline, and other terms and conditions of employment/ volunteerism. The Leasing Member shall be solely responsible for maintaining all benefits required by federal or state law, including unemployment compensation insurance and worker's compensation insurance. Under no circumstances shall the Consortium be considered an employer or appointing organization of a Leasing Member's employees or volunteers. Either the Leasing Member or the Consortium may terminate all or a portion of the support services at any time with 30 calendar days' prior written notice to the other party.

## **ARTICLE 8 PARTICIPANTS AND UNAFFILIATED PARTICIPANTS**

8.1 **Participants.** A Participant shall at all times remain the employee or volunteer of his/her Establishing Member, Associate Member or Contracting Agency. Under no circumstances shall a Participant be an employee or volunteer of the Consortium. An Establishing Member, Associate Member or Contracting Agency shall remain solely responsible for all terms and conditions of its Participant's employment/volunteerism, including but not limited to, compensation (including nominal fees), benefits (including workers' compensation and unemployment compensation insurance), hiring/appointing, personnel policies, discipline, termination, etc. An Establishing Member, Associate Member or Contracting Agency shall remain solely responsible for all claims, demands, damages, loss, liability, cost or expense

(including reasonable attorneys' fees, costs and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of its Participant.

8.2 **Unaffiliated Participants.** The Voting Directors, by Majority vote, may establish an Unaffiliated Participants program, whereby an Unaffiliated Participant may participate in one or more Services provided by the Consortium. The Voting Directors, by Majority vote, may modify or discontinue the Unaffiliated Participants program at any time in their sole discretion. The Voting Directors, by Majority vote, shall from time to time establish: a) the minimum qualifications, skills and/or experience an individual must possess to participate in the Unaffiliated Participant program; b) the Unaffiliated Participant Fee(s) that will be charged; and, c) such other terms and conditions for the Unaffiliated Participant program as they deem appropriate. Under no circumstances shall an Unaffiliated Participant be an employee or volunteer of the Consortium.

8.3 **Compliance with Consortium's Policies and Procedures.** Every Participant and Unaffiliated Participant shall be subject to, and shall fully comply with, the policies and procedures established or modified by the Voting Directors from time to time, by Majority vote.

## ARTICLE 9 TERM, TERMINATION AND DISTRIBUTION

### 9.1 **Term, Termination, and Distribution.**

9.1.1 **Term.** The term of this Agreement shall be unlimited, and shall continue until terminated as provided herein.

9.1.2 **Termination.** This Agreement may be terminated at any time by written agreement of all Establishing Members, or all Establishing Members except one, who are an Establishing Member to this Agreement at the time of such termination.

9.1.3 **Distribution or Transfer of Assets Upon Termination.** If this Agreement is terminated pursuant to Section 9.1.2, the Voting Directors by unanimous affirmative vote of all, or one less than all, of the Voting Directors serving on the Board at the time of termination, will determine whether all of the Consortium's tangible and intangible property and assets ("***Assets***") are distributed to the Establishing Members or transferred to a successor entity(ies).

a. **Transfer to Successor Entity(ies).** If the Assets are to be transferred to a successor entity(ies), the Assets will be transferred in such manner as is determined by unanimous affirmative vote of all, or one less than all, of the Voting Directors serving on the Board at the time of termination, subject to any outstanding debts, liens, mortgages, or other pledges of such Assets.

b. **Transfer to Establishing Members.** If the Assets are to be distributed to the Establishing Members, they will be distributed pro rata to each then-Establishing Member as follows:

i. All monies remaining in the General Operating Fund or the Reserve Fund will be distributed equally to each Establishing Member;

ii. Any Personal Property owned by the Consortium shall be sold, and the proceeds will be distributed equally to each Establishing Member. Personal Property that has no appreciable value shall be disposed of in a commercially reasonable manner. Each Establishing Member has a first right to purchase some or all of the Personal Property at its fair market value; provided, that if two or more Establishing Members want to buy the same Personal Property and are unable to agree as to which Establishing Member will purchase the Personal Property, the Personal Property shall be sold at fair market value to a third person or entity, and the proceeds distributed equally to each Establishing Member; and,

iii. Any real property owned by the Consortium shall be sold at fair market value and the proceeds will be distributed equally to each Establishing Member. Each Establishing Member has a first right to purchase some or all of the real property at its fair market value; provided that if two or more Establishing Members want to buy the same real property and are unable to agree as to which Establishing Member will purchase the real property, the real property shall be sold at fair market value to a third person or entity, and the proceeds distributed equally to each Establishing Member.

iv. By Super Majority vote of all Voting Directors serving on the Board at the time of termination, the Board may provide for an alternate disposition of the Consortium's Assets between and among the Establishing Members.

9.1.4 Leased Resources. Leased Personnel, Leased Real Property and Leased Personal Property will revert back to the Leasing Member as of the effective date of the termination of this Agreement. Support Services will terminate as of the effective date of the termination of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

10.1 **Notices.** Except for notice of a special or emergency meeting delivered in person, by facsimile or by electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Member at the address set forth on the signature page(s) attached hereto, unless an Establishing Member or an Associate Member has provided another address to the Consortium.

10.2 **Third Party Beneficiaries.** Except for Associate Members, nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not an Establishing

Member to this Agreement. Associate Members are intended third party beneficiaries solely as to those provisions that impose obligations or grant rights to Associate Members and those provisions related to the enforcement of a Party's rights and obligations under this Agreement, including but not limited to, Section 10.7 (Governing Law, Jurisdiction and Venue) and Section 10.9 (Dispute Resolution).

10.3 **Amendments.** This Agreement may be amended only by a written document approved by formal consent of the governing bodies of all of the Establishing Members at the time of the amendment; provided, however, that such amendment will not affect other obligations outstanding of the Consortium unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

10.4 **No Assignment.** This Agreement may not be assigned by any Establishing Member.

10.5 **Severability.** In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid by any court having competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

10.6 **Governmental Immunity.** 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 Establishing Members, and their past and present directors, officers, council members, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section § 24-10-101, C.R.S., *et seq.*

10.7 **Governing Law, Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie in the District Court for the county in which all of the disputing parties are located. If one or more of the disputing parties are located in different counties, the Establishing Members agree that jurisdiction and venue shall lie in the District Court for Weld County. Under no circumstances may a civil action be removed to a federal court.

10.8 **Waiver of Breach.** An Establishing Member's waiver of another Establishing Member's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Establishing Member.

10.9 **Dispute Resolution.** Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Board for possible resolution. If the Board is unable to resolve the dispute or claim, or if one or more of the Establishing Members to the dispute or claim are not satisfied with the Board's proposed resolution, the dispute or claim shall be submitted to mediation. The Establishing Members to the dispute or claim shall share equally the cost of the mediation, provided that each Member shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the Establishing

Members are unable to resolve their dispute or claim through mediation, any Member to the dispute or claim may bring a civil action. Each Establishing Member waives its right to a jury trial.

10.10 **Execution.** This Agreement may be executed in several counterparts, and by facsimile or electronic pdf, each of which will be an original, and all of which together will constitute one in the same instrument.

10.11 **Statutory Amendments.** All statutory references in this Agreement shall include any subsequent statutory amendments or reenactments.

IN WITNESS WHEREOF, the Establishing Members have approved, and caused to be executed, this Agreement.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

CITY OF BOULDER, COLORADO

By: \_\_\_\_\_  
Jane S. Brautigam

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Office of the City Attorney

SIGNATURE DOCUMENT 10-12-16

**CITY OF GREELEY**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
City Manager

AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of City Attorney

CITY OF LONGMONT, a home rule municipality,  
incorporated and existing under the laws of the  
State of Colorado

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

ATTEST:

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

SIGNATURE DOCUMENT 10-12-16

CITY OF LARAMIE, a municipal corporation,  
incorporated and existing under the laws of the  
State of Wyoming

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

ATTEST:

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

SIGNATURE DOCUMENT 10-12-16

MOUNTAIN VIEW FIRE PROTECTION  
DISTRICT, a political subdivision of the State of  
Colorado

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

ATTEST:

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

SIGNATURE DOCUMENT 10-12-16

WINDSOR-SEVERANCE FIRE PROTECTION  
DISTRICT, a political subdivision of the State of  
Colorado

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

ATTEST:

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

SIGNATURE DOCUMENT 10-12-16

POUDRE FIRE AUTHORITY, a Colorado public entity

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

ATTEST:

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

SIGNATURE DOCUMENT 10-12-16

LOVELAND FIRE RESCUE AUTHORITY, a  
Colorado public entity

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

ATTEST:

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

SIGNATURE DOCUMENT 10-12-16



Date: 12/30/2021

**Insurance Proposal For:**

Front Range Fire Consortium  
3400 W. Vine Drive  
Attn: Carissa Sigward  
Fort Collins, CO 80521

<b>Presented By:</b> Verns, Inc., The dba TCW Risk Management 384 Inverness Parkway Suite 170 Englewood, CO 80112  Phone: (303) 368-5757 Fax: (303) 368-5863	<b>Emergency Services Insurance Program</b> Offered by McNeil & Company, Inc. P.O. Box 5670 67 Main Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: <a href="http://www.esip.com">www.esip.com</a>
<b>Carrier:</b> Arch Insurance Company A.M. Best Rating: A+ Superior	

*This proposal is valid for 90 days.*

# DISCLAIMER

## **GENERAL CONDITIONS:**

**This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.**

**The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.**

**Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.**

**Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.**

# OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at [www.esip.com](http://www.esip.com).

# NAMED INSURED

## **Named Insured will read on the policy as:**

### **First Named Insured:**

Front Range Fire Consortium

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

# PROPERTY COVERAGE

## Basic Coverage Information

<b>Coinsurance</b>	Agreed Amount
<b>Business Personal Property Deductible</b>	\$1,000 Single Occurrence Deductible
<b>Cause of Loss Form:</b>	Special

## Additional Terms and Conditions

Total Windstorm and Hail Exclusion applies to all property

# PROPERTY COVERAGE



## Limits of Insurance

**Premises 1: 3400 W. Vine Dr., Fort Collins, CO 80521**

**1 - 1 Office**

Building: \$0 Business Personal Property: \$6,382

Building Valuation: No Coverage

Business Personal Property Valuation: Guaranteed Replacement Cost

Wind/Hail Coverage Excluded

Ordinance or Law Provision: N/A

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# PROPERTY COVERAGE

## Coverage Extensions Included

### Business Income/Extra Expense

Actual Loss Sustained; Up to 24 Months

Applies at:

Newly Acquired and Constructed Locations

Non-Owned Fundraising Locations for up to 30 days; No Waiting Period

Locations of Sirens, Antennas, Towers and Similar Structures

Includes Increased Time Due to Enforcement of an Ordinance or Law

Includes Civil Authority with No Mileage Restriction

**Computers and Communications Equipment** \$250,000

Broadened Causes of Loss

**Software, Data and Valuable Papers** Included with No Sub-limit

Broadened Causes of Loss

**Newly Acquired Property** \$2,500,000

Up to 180 Days

Material, Equipment and Supplies (\$25,000)

**Outdoor Property** \$300,000

Fences

Monuments and Memorials

Paved Surfaces such as Parking Lots and Sidewalks

Trees, Shrubs, Plants and Lawns (\$25,000 Each)

**Property In Transit** \$50,000

Broadened Causes of Loss

**Property Off Premises** \$100,000

Broadened Causes of Loss

**Uncollected Funds** Included With No Sub-Limit

Broadened Causes of Loss

**Pollutant Clean-Up** \$150,000

# PROPERTY COVERAGE

## Coverage Extensions Included

<b>Debris Removal</b>	\$100,000
<b>Spoilage</b>	\$250,000
<b>Money &amp; Securities</b>	\$50,000
<b>Premises Expanded</b>	1,000 Feet
<b>Outdoor Signs</b>	Included With No Sub-Limit
<b>Fire Extinguishing Equipment</b>	Cost to Recharge; No Sub-Limit
<b>Property of Others</b>	Included With No Sub-Limit
Broadened Causes of Loss (Primary Coverage)	
<b>Sewer and Drain Back Up</b>	Included With No Sub-Limit
<b>Antiquities, Trophies &amp; Awards</b>	Included With No Sub-Limit
<b>Additional Covered Property</b>	Building & Personal Property Limit
Not to Exceed \$500,000	
Excavations, Grading, Backfilling or Filling	
Foundations of Buildings, Structures, Machinery or Boilers	
Bulkheads, Pilings, Piers, Wharves or Docks	
Retaining Walls that are not part of a Building	
Underground Pipes, Flues or Drains	
<b>Lock and Key Replacement</b>	\$25,000
<b>Unintentional Omission of Property</b>	\$500,000
<b>Waived Deductible</b>	Up to \$1,000
Waiver applies to not more than 3 claims in any line in any one policy term	
Applies if previous 2 policy periods with us were loss free	
<b>Glass Deductible</b>	Waived if Only Damage
<b>Tenant Glass</b>	\$10,000
<b>Snow Removal Expense</b>	\$1,000 per Policy Period

# PROPERTY COVERAGE



## Coverage Extensions Included

<b>Inventory or Appraisal</b>	<b>\$50,000</b>
<b>Non-Owned Detached Trailers</b>	<b>\$10,000</b>
<b>Utility Services (Direct Damage)</b>	<b>\$50,000</b>
<b>Garages and Storage Sheds</b>	<b>\$10,000</b>
<b>Unscheduled Buildings or Structures Used by the Public</b>	<b>\$100,000</b>
<b>Preservation of Property</b>	<b>90 Days</b>

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# GENERAL LIABILITY

## Limits of Insurance

<b>General Aggregate</b>	\$3,000,000
<b>Products/Completed Operations Aggregate</b>	\$3,000,000
<b>Each Occurrence</b>	\$1,000,000
<b>Personal &amp; Advertising Injury</b>	\$1,000,000
<b>Damage to Premises Rented to You *</b>	\$1,000,000
* Damage by Fire, Lightning or Explosion	
<b>Medical Expense</b>	\$10,000

## Schedule of all Premises you Own, Rent or Occupy

**Location 1: 3400 W. Vine Dr., Fort Collins, CO 80521**

## Coverages Included

**Non-Owned Aircraft & Watercraft**

**Owned Watercraft less than 35 feet**

**Owned Unmanned Aircraft (Drones)**

**Contractual Liability**

**Fund Raising Activities**

**Host Liquor Liability**

**Temporary Liquor Liability for Events Lasting 10 Days or Less**

**Members as Insureds**

Includes Physicians acting within the scope of their duties for Insured

**Fire and Rescue Service Liability**

Emergency Services E&O

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

**Emergency Services Liability - Occurrence**

Directors and Officers Liability

Spousal Liability

Estates, Heirs & Legal Representatives Liability

Employee Benefits Liability

Employment Related Practices Liability

Unintentional Release of Individually Identifiable Health Information

Outside Directorships

\$100,000 Non-Monetary Relief

\$100,000 Defense of Suits Involving Fair Labor Standards Act

# GENERAL LIABILITY

## Coverages Included

\$100,000 Fines and Penalties Related to Release of Individually Identifiable Health Information

### **Pollution Liability**

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

\$1,000,000 Sub-Limit for Corrective Action Costs

Includes short term pollution events arising from pesticide or herbicide application

### **Injury to Volunteers**

### **Fellow Member Liability**

Bodily Injury and Property Damage

### **Property Damage to Rented Premises (other than fire) \$50,000**

### **Enhanced Property Damage**

Use of Reasonable Force to Protect Persons or Property

### **Bail Bonds - \$5,000**

### **Your Expenses - \$1,000 per day**

### **Blanket Additional Insured**

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

### **Waiver of Subrogation**

### **Newly Acquired/Formed Organizations - 180 Days**

### **Duties in the Event of an Occurrence, Offense, Claim or Suit**

Limits Persons Required to Give Notice

### **Liberalization**

# GENERAL LIABILITY

## Coverages Included

**Bodily Injury Includes Mental Anguish**

## Coverages Included

### Network Security & Data Breach Liability

Network Security & Data Breach Liability Each Event Limit	\$1,000,000
Network Security & Data Breach Liability Aggregate Limit	\$3,000,000
Network Security & Data Breach Liability Retroactive Date	02/01/2017

Provides liability coverage for third party claims or suits involving:

Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system

Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information

Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information

Transmission of malware from your computer system

A denial of service attack which blocks access to your website or computer system

Coverage applies to personally identifiable information of your members.

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

### Privacy Event Mitigation Expense

Privacy Event Mitigation Expense Each Event Limit	\$50,000
Privacy Event Mitigation Expense Aggregate Limit	\$50,000
Privacy Event Mitigation Expense Retroactive Date	02/01/2017

Provides coverage for reasonable and necessary fees and expenses for:

Computer forensic analysis of your computer system to determine the cause and extent of the privacy event

Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response

Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event

Costs associated with notifying affected parties of the privacy event

Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

# CRIME

<b>Type of Coverage</b>	<b>Limit of Insurance</b> (no deductible applies)
<b>Employee Theft - Blanket</b> Includes All Employees, Volunteers, Board Members and Treasurers	\$75,000
<b>Faithful Performance of Duty</b>	Included
<b>Forgery or Alteration</b>	\$75,000

## Coverage Extensions

<b>Credit Card Forgery</b> \$250 Deductible	\$10,000
--	----------

## Limits of Insurance

**Combined Single Limit Liability (Symbols: 8, 9)**

**\$1,000,000**

## Included Coverages

**Non - Owned Vehicles (Primary Liability Including Member's Autos)**

**Hired / Borrowed Vehicles**

**Members as Insureds**

**Fellow Member Liability**

**Rental Reimbursement for ACV Vehicles** \$40 Per Day For 30 Days

**Injury To Volunteers**

**Damage to Non-Owned Buildings You Occupy**

**Garage Liability**

**Damage to Customer's Autos \$50,000**

**Pollution Liability**

For Pollutants Used in Emergency Operations

**Waived Deductible**

Up to \$1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

**Accidental Discharge of an Airbag for Vehicles Carrying Physical Damage**

**Enhanced Property Damage**

Use of Reasonable Force to Protect Persons or Property

**Bail Bonds - \$5,000**

**Your Expenses - \$1,000 per day**

**Blanket Additional Insured**

Persons or Organizations - As Required by Contract

## Included Coverages

### **Waiver of Subrogation**

### **Duties in the Event of an Accident, Claim, Suit or Loss**

Limits Persons Required to Give Notice

### **Bodily Injury Includes Mental Anguish**

### **Waiver of Immunity**

Applicable to Property Damage Claims of up to \$250,000

# PORTABLE EQUIPMENT

## Limits of Insurance

<b>Valuation</b>	Guaranteed Replacement Cost
<b>Deductible (Single Occurrence)</b>	\$100

## Coverage Extensions

### Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft, Golf Carts and Snowmobiles

### Member's Personal Property

Cost to Repair or Replace

\$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

**Patient's Property** \$50,000

**Computers in Transit** \$25,000

**Cost to Recertify** \$10,000

**Permanently Installed Property Off Premises** \$200,000

**Equipment Breakdown Coverage** Included

**Drones** \$25,000

**Additional Living Expenses - Members** Up to \$1,000

**Deductible Reimbursement - Members** Up to \$1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

**Waived Deductible** Up to \$1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

# UMBRELLA LIABILITY

## Limits of Insurance

<b>Aggregate*</b>	\$3,000,000
<b>Each Occurrence</b>	\$1,000,000
<b>Personal &amp; Advertising Injury</b>	\$1,000,000
<b>Self Insured Retention</b>	None

\* Auto Liability claims are not subject to the aggregate limit

# UMBRELLA LIABILITY

## Excess Over

### **Automobile Liability**

- Fellow Member Liability
- Garage Liability

### **General Liability**

- Non-Owned Aircraft & Watercraft
- Owned Watercraft up to 35 feet
- Owned Unmanned Aircraft (Drones)
- Contractual Liability
- Host Liquor Liability
- Fellow Member Liability
- Temporary Liquor Liability

### **Network Security and Data Breach Liability**

### **Emergency Services Liability**

- Directors and Officers Liability
- Spousal Liability
- Estates, Heirs & Legal Representatives Liability
- Employee Benefits Liability
- Employment Related Practices Liability
- Unintentional Release of Individually Identifiable Health Information
- Outside Directorships

### **Pollution Liability**

### **Fire and Rescue Service Liability**

- Emergency Services E&O
- Medical Malpractice Liability
- Dispatcher's Liability
- Medical Director's E&O
- Good Samaritan Liability

McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored policies. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with \*every policy we write.

## ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews \*(Available for Business Auto policies)
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

## Don't Forget About



E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

**For more information on our Risk Management Services or E-Learning, visit [esip.com](http://esip.com) or call 1-800-822-3747 ext. 176.**

# PREMIUM SUMMARY

## Policy Premium

	Premium	Includes TRIA of	Fees
Commercial Package	\$8,215	\$24	
Commercial Inland Marine	\$949	\$23	
Commercial Umbrella	\$753	\$3	
<b>Total:</b>	<b>\$9,917</b>	<b>\$50</b>	

## Binding Requirements

See Email

## Additional Coverage Lines Available

Accident & Health

Group Life

24hr AD&D

NetSafe Cyber Liability

Boulder Fire Department  
 Front Range Fire Rescue  
 Greeley Fire Department  
 Longmont Fire Department  
 Loveland Fire Rescue Authority



Mountain View Fire Protection District  
 Platte Valley Fire Protection District  
 Poudre Fire Authority  
 Wellington Fire Protection District  
 Windsor-Severance Fire Rescue

**Submitted by:** Kris Kazian      **Date:** August 7, 2022

<b>Agenda Item: Conflict of Interest Waiver</b>	<b>Board Meeting Date: August 10, 2022</b>
<b>Agenda Item #: 8</b>	<b>Division Section: Legal</b>
<b>Action Requested:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Information <input type="checkbox"/> Other (Explain)	<b>Staff Recommendation:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded

**Project / item relates to FRFC Strategic Plan**    Yes \_\_\_ No \_\_\_

**Agenda Item Summary:** FRFC uses Ireland Stapelton as our legal counsel and they represent other agencies within FRFC. Specifically as issues were being worked out with Loveland Fire Rescue Authority, there became a concern for getting this waiver in place in the off chance a conflict arises and the legal firm is unable to do their job- they are not allowed to represent both sides.

**Background Information:** Ireland Stapelton has been the legal representation for a long time, if not the entire time FRFC has been in existence. They have certainly been the attorney since the inception of FRFC as a Fire Authority and provided legal guidance and support to FRFC.

**Financial Impacts:** None at this time

**Pros / Cons:**

PRO: Having the same firm that represents many of the FRFC agencies assures a smooth transition as legal issues are drawn up.

CON: We find ourselves in a situation that if there is a conflict, all agencies might find themselves in a bind with finding necessary legal counsel.

**Organizational Perspective:** It is not expected to find ourselves in a situation where we are unable to resolve issues amongst ourselves and would need legal counsel to step in and determine what “right” looks like. That being said, Ireland Stapelton has decided they want to put this waiver in place between Loveland and FRFC given the work being done on The Forge documents. This waiver would extend past just those issues and would be in place for any other potential situations that present themselves and this is considered a best practice for the law firm.

**Legal Input/Considerations:** This recommendation is coming from our legal counsel to sign and have in place.

**President Recommendation:** I have signed the waiver as it is fairly common practice and is being requested by our legal counsel. If we have a situation where we need external legal representation,

**Boulder Fire Department**  
**Front Range Fire Rescue**  
**Greeley Fire Department**  
**Longmont Fire Department**  
**Loveland Fire Rescue Authority**



**Mountain View Fire Protection District**  
**Platte Valley Fire Protection District**  
**Poudre Fire Authority**  
**Wellington Fire Protection District**  
**Windsor-Severance Fire Rescue**

we will need to cross that bridge at that time.

**Motion(s):** INFORMATION ONLY

**Attachments:** Conflict of Interest Waiver- Signed



**Special Districts Practice Group:**

Dino A. Ross, Esq.  
Michelle B. Ferguson, Esq.  
Kelley B. Duke, Esq.  
Emily J. Powell, Esq.  
Sarah H. Abbott, Esq.  
Tanya Mundy, Paralegal  
Robin McReynolds, Legal Assistant

July 25, 2022

VIA EMAIL: [kkazian@wsfr.us](mailto:kkazian@wsfr.us)

Front Range Fire Consortium  
Board of Directors  
100 N. 7<sup>th</sup> Street  
Windsor, CO 80550

Re: Disclosure of Conflict of Interest – Concurrent Representation of the Front Range Fire Consortium and Loveland Fire Rescue Authority

Dear Board of Directors:

As you are aware, our firm has served as general counsel to the Front Range Fire Consortium ("**FRFC**") since 2017. Since 2016, we also have served as general counsel to the Loveland Fire Rescue Authority ("**LFRA**"), a legal authority established to provide fire and emergency services within its jurisdictional boundaries. LFRA is a member agency of FRFC.

Historically, throughout our representation of both FRFC and LFRA as general counsel, the two parties' interests have not overlapped in such a manner as to create a legal conflict of interest. However, as LFRA begins taking a greater hands-on and leadership role in the FRFC and FRFC training academies, the possibility exists that a conflict of interest between the parties may arise in the future. For example, a conflict of interest may arise with respect to asset or real property leasing or ownership, personnel assignments, cost sharing, amendments to the intergovernmental agreement establishing the FRFC, or other matters that may be anticipated or unanticipated.

As we have advised the FRFC Board, Rule 1.9 of the *Colorado Rules of Professional Conduct* requires our firm to obtain the FRFC Board's consent to, and waiver of, any potential or existing conflicts of interest that may arise between FRFC and LFRA as the result of our representation of both entities in matters related to LFRA's participation in the FRFC and FRFC training academies.

It is our understanding that both parties have determined that having our firm represent both FRFC and LFRA is in the best interests of both entities, and will further their common goals related to management and administration of the FRFC and FRFC training academies in an efficient and cost-effective manner. However, as discussed above, it is possible that at some point the interests of FRFC may be different from, and perhaps at odds with, the interests of LFRA, resulting in a legal dispute between the parties. If a legal dispute arises, we will not represent either FRFC or LFRA with respect

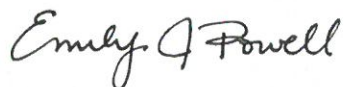
Board of Directors  
Front Range Fire Consortium  
July 25, 2022  
Page 2

to the disputed matter. Instead, our firm would assist both FRFC and LFRA in locating and retaining alternative legal representation with respect to the disputed matter. Our firm would continue to serve as general counsel to both FRFC and LFRA in their respective legal matters that are unrelated to the disputed matter. Our firm would not disclose to either party the confidential information learned about the other party during the course of our representation of both parties.

We encourage the FRFC Board to give its full consideration to the foregoing potential or existing conflict of interest and to consult with another attorney regarding the same, should the FRFC Board desire to do so. If the FRFC Board agrees to waive the potential or existing conflict of interest after fully considering the matter, we request that the FRFC Board confirm its waiver by signing a copy of this letter and returning it to us.

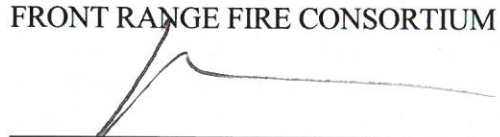
Sincerely,

IRELAND STAPLETON PRYOR & PASCOE, PC



Emily J. Powell

FRONT RANGE FIRE CONSORTIUM



---

By: Kris Kazian, Board President

Boulder Fire Department  
Front Range Fire Rescue  
Greeley Fire Department  
Longmont Fire Department  
Loveland Fire Rescue Authority



Mountain View Fire Protection District  
Platte Valley Fire Protection District  
Poudre Fire Authority  
Wellington Fire Protection District  
Windsor-Severance Fire Rescue

## **Academy Mission Statement**

To offer professional level education to meet personnel needs in the fields of modern fire science, firefighting, fire prevention, and technical rescue. Serve as a leader in advancing professionalism in those fields. Promote effective, efficient firefighting and fire prevention by designing and delivering a high quality and cost-effective fire academy to the members of the Front Range Fire Consortium.

## **Instructor Code of Conduct**

### **FRFC Instructors Shall:**

- Demonstrate a strong commitment to each recruit's success. We expect you to help develop the recruits abilities in the science of firefighting, but also inspire them to become more than they ever thought was possible.
- Provide a safe and professional learning environment for all recruits.
- Present themselves in a professional manner, through attitude, dress, and demeanor.
- Do everything possible to achieve excellence in professional conduct and deliver the highest quality instruction in every class taught.
- Foster an environment of courtesy, dignity, and respect.
- Treat all recruits and other instructors fairly.
- Strive to maintain continuous and positive communications between recruits, instructors, and other fire department staff.
- Demonstrate respect for recruits through appropriate language and actions.

### **Safety**

- Safety is of the utmost importance and should always be the first consideration.
- Instructors must set a good example by using proper safety equipment and procedures and must remember that they are responsible for the safety of every student.
- Instructors will follow all applicable regulations and/or standards related to training safety including NFPA 1403 for live burn training.
- All instructors are authorized to take the necessary action to correct unsafe conditions.

### **Personal Accountability**

- Instructors will be personally accountable for following all FRFC Operational Guidelines.

### **Attitude**

- The staff and instructors will lead by example with a positive attitude.
- Personnel will train in an environment that creates the highest probability that successful task completion will be achieved.

Boulder Fire Department  
Front Range Fire Rescue  
Greeley Fire Department  
Longmont Fire Department  
Loveland Fire Rescue Authority



Mountain View Fire Protection District  
Platte Valley Fire Protection District  
Poudre Fire Authority  
Wellington Fire Protection District  
Windsor-Severance Fire Rescue

- Individual responsibilities will be evaluated regularly. If properly completed, they will be given positive reinforcement. If improperly completed, appropriate direction will be given so that positive reinforcement can follow.
- The general goal of the Academy is to ensure that recruits will have had a positive experience upon completion of the program.

### **Professional Appearance**

- Instructors will always be dressed at or above the level of recruits.
- Classroom – FRFC Polo shirt, department issue dress pants, black polishable shoes/boots. FRFC Quarter-zip job shirts may be worn over a polo shirt.
- Fitness – FRFC T-shirt, sweatshirt, shorts/sweatpants.
- Drill Ground – Appropriate wear for task and assignment.
- Visiting adjunct instructors will represent themselves in professional attire required for the job or class B uniform and badges as instructed by the Academy Lead Coordinator.
- In order to promote a professional appearance, instructors shall be clean shaven.
- The use of tobacco, alcohol or controlled substances will not be permitted. Any infraction must be reported to the Academy Lead Coordinator.

### **Competency**

- FRFC instructors strive to maintain high standards of excellence in their teaching.
- FRFC instructors recognize the boundaries of their particular competencies and the limitations of their expertise. They provide instruction in only those areas for which they are qualified by training and experience.
- FRFC instructors maintain knowledge of relevant technical information related to the instruction they are assigned to teach and they recognize the need for ongoing education and training to remain current and relevant.

### **Courtesy**

- Courtesy is demonstrating a caring and polite attitude while working with others. FRFC instructors will provide a learning environment where courtesy and consideration of others is instilled.

### **Dignity**

- FRFC instructors respect the fundamental rights, dignity, and worth of all learners. Instructors are aware of cultural, individual, and role differences, including those due to age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, and socio-economic status.
- FRFC instructors do not knowingly participate in or condone unfair discriminatory practices.
- Under no circumstances shall any behavior pertaining to sexual harassment, discrimination, or hostile work environments be tolerated. Any infraction must be immediately reported to the Academy Lead Coordinator or the Chief of the Academy.

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Greeley Fire Department  
Longmont Fire Department  
Loveland Fire Rescue Authority



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Platte Valley Fire Protection District  
Poudre Fire Authority  
Wellington Fire Protection District  
Windsor-Severance Fire Rescue

### **Respect**

- Respect is the genuine regard a leader shows for others. FRFC instructors shall strive to create an environment in which recruits can develop and reach their full potential.

### **Communication/Reporting**

Communication is essential in all aspects of the fire service. Instructors shall model good communication skills by communicating in a clear, concise, positive, and professional manner at all times. Instructors will:

- Address recruits by their “last name” and in a formal setting “Recruit and last name”. First names shall not be used.
- Address other instructors preferably by Instructor/Rank and last name.
- Refrain from using nicknames when referring to or addressing recruits.
- Refrain from using profanity at any time for any reason.
- Actively work to stifle potential misinformation and the starting/spreading of rumors.
- If you see or hear something that does not seem to be appropriate, you are expected to bring the concern forward to the Lead Cadre or Academy Chief.

I have reviewed, understand, and agree to follow the Front Range Fire Consortium Code of Conduct and expectations as an instructor. I understand that failure to adhere to the Instructor Code of Conduct may result in revocation of participating as an instructor in current or future academies and you understand your fire department Training Officer or Fire Chief may be notified as appropriate.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Submitted by: Kris Kazian Date: August 7, 2022

<b>Agenda Item: 2023 Draft Budget</b>	<b>Board Meeting Date: August 10, 2022</b>
<b>Agenda Item #: 12</b>	<b>Division Section:</b>
<b>Action Requested:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Information <input type="checkbox"/> Other (Explain)	<b>Staff Recommendation:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded

*Project / item relates to FRFC Strategic Plan Yes \_\_\_ No \_\_\_*

**Agenda Item Summary:** The 2023 FRFC draft budget has been developed with an intention of developing a sustainable budget that provides the Authority the chance to provide the services and personnel costs that have been identified as a priority,

**Background Information:** Per the IGA, the budget is supposed to be presented in July. While there was discussions about budget issues, the actual ability to prepare the budget was challenged by the competing priorities and uncertainties in the development of 2022-2 Academy being a significant focus. The budget is designed to encompass the anticipated needs of FRFC as previously discussed but the understanding there are many moving parts still up in the air.

**Financial Impacts:** The budget as presented is essentially a balanced budget designed to meet our needs as we are currently operating. The budget does have the potential to realign the funding or expenses as the membership decides.

Finance has worked to use historical data where possible to determine expected costs. This was challenging in many cases as there was not confidence in the past practices of account tracking and accounting methods. If the data used was not accurate, it will challenge the estimations used to develop the budget. Another challenge is trying to understand the actual cost per recruit as we have developed a process to tighten up the student/instructor ratio, we have cut the academy down to 13 weeks from 15 as two significant impacts to estimating cost projections.

It is the intent of the external finance director (JVG) to continue to refine the reporting process to allow for more detailed budgeting and planning for the future budgets.

As for this budget- Items to consider

- Based on 45 Academy recruits attending throughout the year
- There is not an increase in the cost of the Academy (per recruit) cost budgeted
  - o Consideration should be made for an increase to the hourly reimbursement if FRFC maintains the lease resources model.
  - o Consideration may be given to develop an FRFC hourly rate and provide classes whereby students are paid a more set and FRFC established rate giving

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more potential for predictable outcomes.

- Given the expected COLA and contractual increases we are expecting in 2023, it is reasonable to consider increasing the leased resources rate
- Envision Leadership projected to essentially breaking even but that format is changing to a 1 day a week format which should have an FRFC positive impact to how the budget will be impacted
- Do we want to hire an Academy Chief/Executive Director to administer the direction of the Board and handle the day to day operations of FRFC going into 2023
- Do we see the focus of FRFC increasing or decreasing in our offerings to our membership
- Will there be a realignment of the membership dues- if it ends in collecting less dues, the budget becomes more concerning for ending in a balanced budget.
- An increase to the contractual costs for James Vincent Group given the increase role/expectations for their services.

**Pros / Cons:**

PRO: This budget includes membership funding as we currently do as well as using what appears to be historical cost allocations.

CON: The data being used for previous years may or may not be as reliable as finance would like it to be for a confident budget projection.

**Organizational Perspective:** There are many things up in the air for FRFC as this budget is being developed such as:

- What agencies will remain with FRFC in 2023?
- Is there a better cost model to implement to assist with other agencies the opportunity to join FRFC?
- Do we need an Executive Director / FRFC Chief
- How will the Administrative Assistant position transition from 100% FRFC to a percentage TBD with LFRA?
- Does FRFC want to develop additional class offerings that will have costs and revenue associated with doing so, as well as logistical coordination needs- which would impact the budget?

The need to get a budget developed and presented to the Board is more than just another thing we need to get done, it sets the tone for what we are looking for FRFC to accomplish in the upcoming year. This budget was developed to the best of our abilities given the situation we find ourselves in.

**Legal Input/Considerations:** Legally, the Board has to have a draft budget presented by October 15<sup>th</sup>, so that requirement is met. We need to approve a budget by December to be compliant as well.

If we look to change the way we have been doing things, we may need to address process/procedures outlined in the IGA.

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**FRFC Board President Comments:** FRFC appears to be at a crossroad with how we have always done it and how we may want to start doing it. This could include enhancing the offerings FRFC provides, how FRFC monitors the costs per student (instructor/recruit ratio), and consideration to changes in cost allocation for membership. Another significant cost is the cost allocation for an FRFC Chief/Executive Director position. I am in favor of developing and funding this position to give the day to day oversight and leadership to this organization. A strong interest of mine is the ability to develop a more robust answer to the “what does my membership dues get me” comment. We need to assure we are providing a strong value to the members for their dues. This can be done by the Board establishing a more unified vision of where FRFC is going and how we want to get there. I consider this budget a regrouping budget year, one where we have lots going on and we want to get our ducks in a row and develop our vision so that in 2024, we can be better positioned to execute all of the things we will have spent time establishing with the membership and the Executive Director/Academy Chief.

There are many directions the agency could go and with input from the membership, we can get there. Until then, this status quo approach is designed to help all of us get a stronger footing under us and develop some direction for FRFC that is amenable to all of the membership.

**Motion(s):** No motion needed- Information only

**Attachments:** 2023 Draft Budget



## Front Range Fire Consortium 2023 Draft Budget

Membership Rate     \$     10,000  
Academy Rate         \$     14,250

	2022 Budget	Jan - Jul, 2022	Proposed Budget Total	Approved Budget
# of Recruits	44	13	45	
# of Members	11	10	10	
<b>Income</b>				
10.5000 Revenue				
0100.00 Membership Dues	\$ 110,000	\$ 100,000	100,000	
0200.00 Academy Payments	\$ 627,000	\$ 188,100	641,250	
0200.50 Misc Revenue		\$ 4,181	-	
0300.00 Professional Development	\$ 44,000	\$ 17,075	40,000	
Total 10.5000 Revenue	<b>\$ 781,000</b>	<b>\$ 309,356</b>	<b>781,250</b>	-
<b>Total Income</b>	<b>\$ 781,000</b>	<b>\$ 309,356</b>	<b>781,250</b>	-
<b>Gross Profit</b>	<b>\$ 781,000</b>	<b>\$ 309,356</b>	<b>781,250</b>	-
<b>Expenses</b>				
10.6000 Operating Expenses				
0400.01 Executive Administrator	\$ 35,000	\$ 10,595	100,000	
0400.01a Executive Admin Assistant			65,000	
0400.02 Legal	\$ 2,500	\$ 2,348	4,000	
0400.04 Audit/Finance	\$ 15,000	\$ 6,251	33,000	
0400.07 Office Supplies/Equipment	\$ 1,200		-	
0400.09 Board Support			-	
0400.10 Web Service	\$ 1,000	\$ 729	1,000	
0400.11 Seminar Expenses	\$ 1,000	\$ 8,231	8,043	
0400.13 Professional Development Design			2,451	
0400.14 Professional Development Expense	\$ 44,000	\$ 15,937	-	
0400.15 Admin/Logistics Coordinator			-	
0500.01 Printing	\$ 500		1,477	
0500.02 Books	\$ 9,000	\$ 2,496	9,802	
0500.03 Extinguishers	\$ 700		700	
0500.04 Rental	\$ 2,000	\$ 410	2,000	
0500.05 Building Materials	\$ 18,000	\$ 8,316	18,000	
0500.07 Recruit Clothing	\$ 10,000	\$ 2,504	8,668	
0500.08 Instructor Clothing	\$ 1,000	\$ 1,048	1,000	
0500.09 Fuel	\$ 500	\$ 168	500	
0500.11 Food/Water	\$ 7,500	\$ 2,395	5,695	
0500.12 Propane	\$ 800	\$ 1,420	800	
0500.13 Awards	\$ 600	\$ 22	764	
0500.14 Equipment Repair	\$ 2,800	\$ 1,035	2,800	
0500.15 Webbing	\$ 350		350	
0500.16 Hand Tools	\$ 900		900	
0500.18 Admin/Logistics Coordinator	\$ 20,000	\$ 5,460	-	
0500.19 Insurance	\$ 12,100	\$ 19,912	10,100	
0500.20 Insrtructor Lodging	\$ 800		-	
0500.21 Office Supplies	\$ 500	\$ 52	2,857	
0500.22 Miscellaneous	\$ 5,200	\$ 3,975	5,578	

## Front Range Fire Consortium 2023 Draft Budget

Membership Rate     \$     10,000  
Academy Rate         \$     14,250

	2022 Budget	Jan - Jul, 2022	Proposed Budget Total	Approved Budget
0500.23 Testing Equip/Software/Test Bnk	\$     800		800	
0500.24 Leased Resources	\$ 551,000	\$ 249,642	496,914	
0500.25 Dues/Fees/Subscriptions		\$     188	1,200	
<b>Total 0500.00 Total Operating Expenses</b>	<b>\$ 744,750</b>	<b>\$ 343,134</b>	<b>\$ 784,400</b>	-
0550.00 Major Academy Equipment				
0550.01 Major Academy Equipment			-	
0550.02 Exercise Equipment	\$ 2,000	\$ 2,000	-	
0550.03 Radio	\$ 7,000		-	
<b>Total 0550.00 Major Academy Equipment</b>	<b>9,000</b>	<b>2,000</b>	-	-
<b>Total 10.6000 Expenses</b>	<b>753,750</b>	<b>345,134</b>	<b>784,400</b>	-
<b>Total Expenses</b>	<b>753,750</b>	<b>345,134</b>	<b>784,400</b>	-
<b>Net Operating Income</b>	<b>27,250</b>	<b>(35,778)</b>	<b>(3,150)</b>	-
<b>Net Income</b>	<b>27,250</b>	<b>(35,778)</b>	<b>(3,150)</b>	-
Gross Profit	3.5%	-11.6%	-0.4%	