

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 Board Meeting and Agenda  
November 9, 2022, 10:00AM**

**At Poudre Fire Authority Station 8  
4800 Signal Tree Timnath 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 prior to the meeting.*

**FRFC is inviting you to a scheduled Zoom meeting.**

**Topic: FRFC Regular Meeting**  
**Time: Nov 9, 2022, 10:00 AM Mountain Time (US and Canada)**

**Join Zoom Meeting**  
<https://us02web.zoom.us/j/81847471019>

**Meeting ID: 818 4747 1019**  
**One tap mobile**  
**+17193594580,,81847471019# US**  
**+13462487799,,81847471019# US (Houston)**

**Dial by your location**  
**+1 719 359 4580 US**  
**Meeting ID: 818 4747 1019**  
**Find your local number: <https://us02web.zoom.us/j/81847471019>**

**Agenda Items**

- 1. Call To Order**
- 2. Director Roll Call**
- 3. Approval or Changes to the Agenda**
- 4. Discussion/Possible Action: Approval of Previous Board Meeting Minutes**

**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**

- 5. Call to the Public**
- 6. Discussion: Update - Business Support Services Specialist - Kozak**
- 7. Discussion / Possible Action: 2022-2 Academy Update- Klaas**
- 8. Discussion / Possible Action: Financial Report and approval - JVG**
- 9. Public Hearing- Fiscal Year 2023 FRFC Budget**
- 10. Discussion/Possible Action: 2023 Budget Resolution 2022-03**
- 11. Discussion/Update: Envision Leadership Update**
- 12. 2023-01 Academy Projections**
  - a. Estimated Numbers Due by December 1<sup>st</sup>**
- 13. Discussion/Presentation: Consideration of FRFC Structure and Future Opportunities for Operational Effectiveness**
- 14. Discussion / Possible Action: 2023 Election of Officers (2-year terms)**
- 15. Discussion / Possible Action: 2023 Regular Meeting Dates and Locations**
- 16. Any Other Business To Come Before the Board**
- 17. Next Regular Meeting 10:00am**
- 18. Adjournment**

Boulder Fire Department  
Central Valley Fire District  
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 Special Board Meeting  
Minutes  
September 29, 2022, 1:30PM**

**Call to Order:**

President Kris Kazian called the Front Range Fire Consortium (FRFC) Board meeting to order on the above date at 1:33 pm.

**Director Roll Call & Attendance:**

Kris Kazian (Windsor), Brian Kuznik (Greeley), Tim Sendelbach (Loveland), Greg Ward (Loveland), Tim Smith (Loveland), Michael West (Front Range Fire Rescue), Jim Klug (Platte Valley), Mike Patterson (Wellington), Mike Calderazzo (Boulder), Derek Bergsten (PFA), Dan Higgins (Longmont),

**Members Absent:**

Dave Beebe (Mountain View)

**Also Present:**

Eric Klaas (LFRA), Tyson Barela (Poudre), Sara Simonton (James Vincent Group), Cindy Heesemann, Cherie Kozak

**Approval or Amendment of Agenda:**

Motion to approve the agenda made by Chief Tim Sendelbach (Loveland) Second by Chief Brian Kuznik (Greeley) - It was the consensus of the Board to approve the agenda as presented.

**Public Comment:**

None

**Discussion/Possible Action: Approval of Previous Board Meeting Minutes.**

Motion made by Chief Michael West (Front Range) to approve the minutes as presented, Second by Chief Jim Klug (Platte Valley); motion carried unanimously.

**Regular Agenda:**

**1. Discussion/Update: Introduce Business Support Services Specialist - Cherie Kozak**

- Chief Kris Kazian introduced Cherie Kozak as the new Business Support Services Specialist. Cherie is working as a shared resource, between FRFC and LFRA. Chief Kazian said the FRFC is trying to build a foundation to support consistent, trackable and repeatable operations for the Academy as it moves forward.
  - Per Chief Kazian, they are working on an IGA agreement with Loveland Fire Rescue Authority (LFRA) and Front Range Fire Consortium (FRFC) to create the
-

billable hours for the Business Support Services position. He added, that any potential increase in salary or benefits for this position, would be brought to the Board as the authoritative end of that decision. The goal is to maintain clear, transparent transactions with this position between FRFC and LFRA.

- Chief Sendelbach stated that the billable hours would shift to Loveland Fire Rescue Authority during the time between academies.

## 2. **FRFC Insurance Coverage Modifications:**

- Chief Klaas shared that he is providing a weekly documentation of where the academy is by location and where they will be the following week. He stated that this is for insurance coverage purposes. He said the policy is a standard policy to cover all eleven of the current properties, and confirmed that any additional sites will be included in this policy.
- Per Chief Kazian, this policy estimate is the same cost at \$2,000 per year and saves in administrative expenses.

## 3. **Discussion/Possible Action: 2022-2 Academy Update**

- Chief Eric Klaas gave the Academy update. They are in week 6 (search module), and have completed  $\frac{3}{4}$  of the major modules. The last major module to come is Safety and Survival with live fire. The academy is approaching the half way point.
- **Fitness** – Chief Klaas said there is some discussion with the Cadre of staying with the app for fitness, as it is hard to take on the road. Emily Allen from Longmont has set up a plan that is scalable and can adjust depending on where the recruits are in their training. Chief Klaas advised that if there is interest in having the model Emily created and having someone within the FRFC to facilitate it, there will be a need to develop this position so it can be utilized moving forward.
- **Inventory** – Per Chief Klaas, the printer is anticipated to arrive at the end of this year, but the labels are on site. There is a manual inventory, but technology will allow for tighter control over equipment when logged in and out.
- **Budget** – Chief Klaas said the Academy financials are being documented by The James Vincent Group. He said that the lesson plans they are developing will help to forecast the cost per module for supplies, equipment and instructor staffing (Leased Resources). Chief Klaas recommends that each of the major modules be given 4 hours of time ahead of the module to get their instructors onboard, a “Train the Trainer’s,” and that the skills stations are divided up amongst the instructors and agencies.
- **Leased Resources** – Per Chief Klaas, currently, the overall academy, is at \$101,000 through week 5 for Leased Resources. Roughly \$20,000 per module. Modules are being broken down to specific expense categories, so there is a predictable estimate of cost with each new Academy.
- Chief Kazian requested that needs or challenges be reported so other agencies can help with resources. He would also like significant injuries tracked for possible module adjustments if injuries are repetitive.
- **Equipment Needs** – Chief Klaas is trying to keep costs down by having Cadre bring apparatus from their agency, and the Cadre is often filling the roll of the operator.

- **Student/Instructor Ratio** – Per Chief Klaas this breaks down to how many companies and how many skills stations are needed, which determines the number of instructors per module.
- **Purchases** – Chief Klaas is separating the purchases as academy expense vs. major equipment expense. A one-time cost dedicated to an academy is being documented as an academy expense. If it will last for several academy's, it is being tracked as a major equipment expense. Sara from James Vincent Group confirmed this.
- **Question Mark Testing Software** – Chief Klaas would like to stay with Question Mark, at its annual cost of \$2,500 for the licensing. Chief Kazian said that it doesn't seem unreasonable and is the cost of doing business.
- **Computer/Technology** – Chief Klaas stated that they don't have enough tablets for the Recruits and that more tablets will need to be purchased or each student can bring their laptop. Chief Kazian thought the FRFC should own the tablets and have a recruit/agency agreement to replace it if lost or damaged.
- **Ground Ladder Testing** - Chief Klaas recommends the need to test on an annual basis for the safety of the Recruits.
- **Standards in the Curriculum** – Chief Klaas requested a further conversation regarding the FRFC's vision for the academy. He feels the state standard for the JPR's (Fire 1 and Fire 2) may be too low for the Academy expectations. There was a consensus between Chief's Michael West, Kris Kazian and Tim Sendelbach that the Academy's focus should be to train safe, effective fire fighters with a firm foundation on the basics.
- **13 Week Class** – Chief Klaas feels this is working, but asked if it can be pushed with a start date of March instead of February and August to October instead of crossing into winter months.
- **Next Academy** – Chief Klaas requested that the Chiefs be thinking about who is going to be participating in the FRFC in 2023 and the number of recruits they can anticipate. This will allow the academy to be built and planned for.

#### 4. **Status Update on 2022-2 Academy Information: Legal Fees Incurred to Develop IGA with LFERA**

- Chief Kazian shared that the FRFC is working with Ireland Stapleton regarding the FRFC documents. They are developing the necessary documents so they meet the needs of the FRFC organization into the future.

#### 5. **Discussion: Updated Financial Report**

- Sara from James Vincent Group shared the slides for the academy expenses for July – September 2022. She feels there should be a discussion about Recruits that may fall out of the academy and how that will factor in to revenue.
  - The overall academy expenses were shared by Sara and were represented on the shared slides.
  - Per Chief Kazian – This was just an update from Sara, so no action needed at this time.

#### 6. **Discussion/Update: Envision Leadership Update**

- Chief Kazian said that January will be the start time for Envision Leadership.

## **7. Discussion/Possible Action: 2023 Budget Proposal**

- Chief Kazian proposed that Chief Klaas remain in the position of Academy Chief for consistency in leadership during the Academy reset stage.
- Michael Calderazzo (Boulder) stated that they were looking to have a spring academy for 2023 and it would be the same time as Academy-1, therefore they would not be able to participate in the FRFC Academy.
- Chief Kazian said there could be an opportunity to have three academies per year, or overlapping, as agencies are starting to request additional classes.
- Per Chief Kazian he spoke with Chief Ben Ojinaga (Greeley) about the budget proposal, and they came up with roughly 45-50 recruits per year. Chief Kazian shared:
  - If salaries are increased at 5% per year to keep Leased Resources going up, the question is do the academy costs stay the same or do they go up.
  - Cost has been allocated in the budget if they decide to go with an executive administrator roll.
  - The \$10,000 membership supports a lot of the structural pieces in the academy. This helps to support the budget.
- Chief Kazian posed the question of the academy dues at \$14,250 and membership at \$10,000 as well as a wage increase of 5% for Lease Back and are these still good?
- Chief Kazian proposed a shift in the percent of the academy cost to refill the coffers, from 10% to 20% (he referenced the document sent to the Board Members).

Motion was made by Chief Tim Sendelbach to increase unaffiliated sur-charge and second by Chief Mike West. Unanimous approval from the board.

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

Chief Kazian posed the questions to the board:

- How do we bring in some neighboring agencies? Is there an ability to bring the Front Range together with some of the smaller agencies and is there an interest in that?
- Chief Sendelbach stated:
  - He feels that he wants to bring the neighbors in and the more consistency and standardization there is, the more it is beneficial to all.
  - The smaller organizations may need to have fees and dues right sized for them to join.
  - The more departments that are involved, the more resources are available.
  - In determination of changes, the benefit to all agencies, large and small should be considered so there is a mutual feeling of benefit.
- Chief Patterson stated:
  - They would still like to keep a relationship with the academy, and there is interest in people going to Leadership, but the \$10,000 membership may not make that viable.

- Per Chief Kazian, before there is any action taken, there should be more discussion on the subject of fees, membership and Academy seats. He presented topics for possible further discussion:
  - Is the cost structure the same for everyone?
  - Is it a fixed structure or is it scalable to the size of the department or number of stations?
  - If it is a tiered membership, how does that influence Leased Resources, Academy Seats, Voting Rights?
  - Is it better to charge less and get more people?
  - Chief Michael Calderazzo stated that he would like smaller agencies to have a voice in any changes to membership dues.
  - Chief Sendelbach recommended that there be a plan on paper which could be shared with the smaller agencies. A subsequent meeting could then be held including all input, and at that time, possible adjustments could be made if needed. Chief Kazian agreed and suggested that the Board come up with options and then present them to the agencies.
  - Chief Brian Kuznik stated that he contacted South King Fire & Rescue in Washington State. He shared that they have developed a program that may be beneficial for FRFC to discuss, as it is inclusive of smaller neighboring agencies and has a variable fee structure.
  - Chief Derek Bergsten (PFA) requested clarification regarding the Academy staying in Loveland for the 2023 Academy year. Chief Sendelbach expressed an interest that it stay in Loveland and Chief Kazian said he felt the board made the decision on a previous meeting to move the Academy to Loveland. Chief Kazian indicated there was a consensus not to move it around from year to year and Chief West confirmed that.

**9. Discussion/Possible Action: Consideration for Additional Special Meeting(s).**

- Chief Kazian didn't feel there was an additional meeting needed prior to the November 9<sup>th</sup> meeting, however, a future meeting may be established to discuss the membership and fees considerations.

**10. Discussion: 2023 Election of Officers November Meeting**

- Per Chief Kazian, 2023 is election year for the positions of President, Vice-President and Secretary/Treasurer.
- Chief Kazian requested that he be contacted by anyone interested in the positions, and he will present it at the November 9<sup>th</sup> Meeting.

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

**12. Adjournment**

*Motion to adjourn the meeting at 3:36pm by Chief Dan Higgins (Longmont) and Second by Chief Michael Kuznik (Greeley) All approved*

**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.

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President/Chairman

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Secretary/Treasurer

NOTICE OF PUBLIC HEARING  
ON THE PROPOSED 2023 BUDGET  
FRONT RANGE FIRE CONSORTIUM

In accordance with state law, a proposed budget has been submitted to the Board of Directors of the Front Range Fire Consortium (FRFC) for the year 2023. A copy of the proposed 2023 budget has been filed at the FRFC's administrative office, located at 100 N 7<sup>th</sup> St. Windsor CO 80550, and is available for public inspection. Any individual interested in viewing a copy of the 2023 budget should contact Cherie Kozak at [Cherie.Kozak@LFRA.org](mailto:Cherie.Kozak@LFRA.org); 970-962-2869.

A public hearing on the proposed 2023 budget will be held during the Board of Directors meeting on Wednesday, November 9 at 10:00 a.m., at Poudre Fire Authority Station 8, 4800 Signal Tree, Timnath, CO 80547. The meeting will be held in person at Poudre Fire Authority Station 8, with electronic attendance availability. Electronic meeting attendance information will be included on FRFC's meeting notice and agenda and posted on FRFC's website at [www.FrontRangeFireConsortium.org](http://www.FrontRangeFireConsortium.org) at least 24 hours in advance of the public meeting. The public hearing may be continued to a subsequent meeting(s).

Interested electors of agencies comprising the FRFC may also file or register any objections to the 2023 budget at any time prior to the final adoption of the 2023 budget at the regular meeting of the Board of Directors to be held on the date stated above or the date of any continued public hearing.

BY ORDER OF THE BOARD OF DIRECTORS  
OF THE FRONT RANGE FIRE CONSORTIUM

By: /s/ Kris Kazian  
Kris Kazian, President

# Front Range



# Consortium

## 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	50	
# 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	712,500	
0200.50 Misc Revenue		\$ 4,181	-	
0300.00 Professional Development	\$ 44,000	\$ 17,075	40,000	
<b>Total 10.5000 Revenue</b>	<b>\$ 781,000</b>	<b>\$ 309,356</b>	<b>852,500</b>	-
<b>Total Income</b>	<b>\$ 781,000</b>	<b>\$ 309,356</b>	<b>852,500</b>	-
<b>Gross Profit</b>	<b>\$ 781,000</b>	<b>\$ 309,356</b>	<b>852,500</b>	-
<b>Expenses</b>				
10.6000 Operating Expenses				
0400.01 Executive Administrator	\$ 35,000	\$ 10,595	105,605	
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	10,762	
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	9,632	
0500.08 Instructor Clothing	\$ 1,000	\$ 1,048	1,000	
0500.09 Fuel	\$ 500	\$ 168	500	
0500.11 Food/Water	\$ 7,500	\$ 2,395	6,299	
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 Instructor Lodging	\$ 800		-	
0500.21 Office Supplies	\$ 500	\$ 52	2,857	
0500.22 Miscellaneous	\$ 5,200	\$ 3,975	5,578	
0500.23 Testing Equip/Software/Test Bnk	\$ 800		800	
0500.24 Leased Resources	\$ 551,000	\$ 249,642	554,387	
0500.25 Dues/Fees/Subscriptions		\$ 188	1,200	

## 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
0500.26 Software			2,495	
<b>Total 0500.00 Total Operating Expenses</b>	<b>\$ 744,750</b>	<b>\$ 343,134</b>	<b>\$ 852,500</b>	-
0550.00 Major Academy Equipment				
0550.01 Major Academy Equipment			-	
<b>0550.02 Exercise Equipment</b>	<b>\$ 2,000</b>	<b>\$ 2,000</b>	-	
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>852,500</b>	-
<b>Total Expenses</b>	<b>753,750</b>	<b>345,134</b>	<b>852,500</b>	-
<b>Net Operating Income</b>	<b>27,250</b>	<b>(35,778)</b>	<b>0</b>	-
<b>Net Income</b>	<b>27,250</b>	<b>(35,778)</b>	<b>0</b>	-
Gross Profit	3.5%	-11.6%	0.0%	

**FRONT RANGE FIRE CONSORTIUM  
CERTIFIED OMNIBUS RESOLUTION  
FISCAL YEAR 2023**

- A) SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023;**
- B) APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS FOR FISCAL YEAR 2023 IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW AND IN THE ATTACHED 2023 BUDGET; AND**
- C) AUTHORIZING THE BOARD OF DIRECTORS TO ESTABLISH A SCHEDULE OF ANNUAL FEES, CONTRIBUTION RATES, AND REIMBURSEMENTS FOR TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR FISCAL YEAR 2023.**

**WHEREAS**, the Budget Officer for the Front Range Fire Consortium ("**FRFC**") prepared and submitted to the FRFC's Board of Directors ("**Board**") a proposed 2023 Budget, a copy of which is attached;

**WHEREAS**, upon due and proper notice, published once in a newspaper(s) of general circulation within the FRFC and posted in accordance with the law: 1) the proposed 2023 Budget was open for inspection by the public at the FRFC's administrative offices; 2) a public hearing on the proposed 2023 Budget was held on November 9, 2022; and 3) interested electors of the agencies comprising the FRFC were given the opportunity to file or register any objections to the proposed 2023 Budget prior to the public hearing;

**WHEREAS**, no objections were filed or registered prior to, or voiced during, the public hearing;

**WHEREAS**, whatever increases may have been made in the expenditures, like increases were added to the revenues, so that the attached 2023 Budget remains in balance, as required by law; and

**WHEREAS**, it is not only required by law, but also necessary to appropriate \$852,500 in revenues to and from the FRFC's funds for the purposes described below and in the attached 2023 Budget, to meet the estimated expenditures for fiscal year 2023.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FRONT RANGE FIRE CONSORTIUM:**

**Section 1. Summary of Estimated Expenditures and Revenues and Adoption of 2023 Budget.**

a. The estimated expenditures for each fund are as follows:

General Operating Fund \$ 852,500.00

**TOTAL** \$ 852,500.00

b. The estimated revenues for each fund are as follows:

General Operating Funds \$ 852,500.00

**TOTAL** \$ 852,500.00

c. The attached 2023 Budget, as hereinabove summarized by fund, is approved and adopted as the budget of the FRFC for the year 2023.

**Section 2. Appropriation of Money to the Various Funds.** The following sums are hereby appropriated to and from each fund for the purposes stated below and in the attached 2023 Budget:

General Operating Funds \$ 852,500.00

**TOTAL** \$ 852,500.00

**Section 3. Establishment of Annual Fees, Contribution Rates, and Reimbursements.** The Board is hereby authorized to establish a schedule of annual fees, contribution rates, and reimbursements for FRFC as necessary to help defray the costs of government as hereinabove set forth for fiscal year 2023.

**Section 4. Authorization.** The President of the Board is authorized and directed to sign this Resolution on behalf of the Board, and the Secretary of the Board is authorized and directed to attest the signature of the President of the Board and to execute the Certification set forth below.

\_\_\_\_\_,  
Board President

ATTESTED:

\_\_\_\_\_,  
Board Secretary

CERTIFIED COPY

I, \_\_\_\_\_, the Secretary of the Board of Directors of the Front Range Fire Consortium do hereby certify that the attached 2023 Budget is a true and accurate copy of the finalized 2023 Budget adopted by the Board of Directors during a duly noticed public meeting on November 9, 2022, at which a quorum of the Board was present.

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Date

# **FRONT RANGE FIRE CONSORTIUM**

## **2023 Annual Fees, Contribution Rates and Reimbursement Schedule**

### Purpose and Scope

The purpose of this Schedule is to establish the annual fees, contribution rates, reimbursements for leased resources, and advance deposits (if any) as authorized in Section 6.1.2 and Article 7 of the Intergovernmental Agreement Establishing the Front Range Fire Consortium (“IGA”). It shall apply to all fees, contributions, reimbursements and advance deposits (if any) for the fiscal year 2023 as adopted by the Board of Directors during the budget process, and as may be amended thereafter by the Board during the 2023 fiscal year.

Unless otherwise defined in this Schedule, capitalized terms shall have the meaning set forth in the IGA. All fees, contribution rates, and reimbursements as set forth in this Schedule are subject to future amendment or modification by the Board of Directors, as it may determine in its sole discretion.

### Annual Membership Fee

The annual membership fee paid by Establishing Members and Associate Members, if any, for the fiscal year 2023 shall be \$10,000.

### Per Participant Fee: Recruit Academy

The Per Participant Fee for each Participant attending the recruit academy for Establishing Members and Associate Members, if any, shall be \$14,250. If a Participant discontinues the academy, either voluntarily or involuntarily, before the end of the fourth week of the academy, this fee shall be one-third of the Per Participant Fee shown above. If a Participant discontinues the academy, either voluntarily or involuntarily, before the end of the eighth week of the academy, this fee shall be two-thirds of the Per Participant Fee shown above. If a Participant discontinues the academy, either voluntarily or involuntarily, after the start of the ninth week, the Per Participant Fee shall be the full amount shown above.

The Per Participant Fee for any Contracting Member, Unaffiliated Participant, or other Participant that is neither associated with an Establishing Member nor an Associate Member shall be 20% higher than the Per Participant Fee for Establishing Members and Associate Members, and such Participants will be afforded the same cancellation provisions as Establishing Members and Associate Members set forth above.

### Per Participant Fee: Envision Leadership

The Per Participant Fee for each Participant for Establishing Members and Associate Members, if any, in the Envision Leadership program shall be \$500 per semester.

The Per Participant Fee for any Contracting Member, Unaffiliated Participant, or other Participant that is neither associated with an Establishing Member nor an Associate Member shall be 20% higher than the Per Participant Fee for Establishing Members and Associate Members.

Reserve Fund Contribution

The Reserve Fund Contribution for Establishing Members and Associate Members, if any, shall be \$0 for the fiscal year 2023.

Advance Deposit

The Advance Deposit for the fiscal year 2023 shall be \$0.

Seminar/Class Fees

Any seminar or class fee shall be set by the Board of Directors when a specific seminar or class is authorized.

Leased Resources Reimbursement Schedule: Personnel

An Establishing Member or Associate Member, if any, shall only be reimbursed for the personnel it actually assigns to FRFC's leased resource program. An Establishing Member or Associate Member shall not be reimbursed for other costs it incurs as a result of such assignment, such as the personnel costs it incurs in covering the shifts of the personnel it actually assigns to FRFC's leased resource program.

***Shift schedule personnel***

The FRFC completed a wage survey utilizing available rates, and calculated by position by averaging the maximum per-hour overtime rate for personnel regularly assigned to shifts of all Establishing Members and Associate Members, if any, participating in the leased resource program as then compared to 2020 rates. The hourly rate for shift schedule personnel for fiscal year 2023 shall be:

<b>Position (Shift)</b>	<b>Hourly rate</b>
Battalion Chief or above	\$67.61
Captain	\$61.14
Lieutenant	\$54.62
Driver Operator	\$48.93
Firefighter	\$43.68
Specialist (personnel not classified as uniformed firefighters or officers)	\$51.96

***Standard 40-hour work week personnel***

The FRFC completed a wage survey utilizing available rates, and calculated by position by averaging the maximum regular (straight time) per-hour rate for personnel regularly assigned to a standard 40 hour work week of all Establishing Members and Associate Members, if any, participating in the leased resource program as then compared to 2020 rates. The hourly rate for 40-hour work week personnel for fiscal year 2023 shall be:

<b>Position (40 hour)</b>	<b>Hourly rate</b>
Battalion Chief or above	\$64.67
Captain	\$58.45
Lieutenant	\$54.24
Driver Operator	\$49.52
Firefighter	\$47.75
Executive Administrator/Professional Development Adjunct Instructor	\$60.90
Administrative professional	\$32.50

Leased Resources Reimbursement Schedule: Personal Property

	Cost per day
Standard Type I, III, IV fire pumper	\$100
Standard aerial apparatus	\$100
Water tender	\$100
Command vehicle, other light or support vehicle	\$50
Training props	\$0

Leased Resources Reimbursement Schedule: Real Property

	Cost per day
Classroom (includes restrooms, locker rooms, kitchen and similar support spaces, utilities and routine maintenance)	\$0
Burn building	\$0
Burn building when used for live fire (full day)	\$500
Burn building when used for live fire (half day)	\$250
Drill Ground	\$0
Tower	\$0
Interior storage bay	\$0

Consumable Supplies Reimbursement

The cost of consumable supplies for the recruit academy and other FRFC programs shall be reimbursed at the cost incurred. Request for reimbursement and appropriate documentation and receipts must be provided before the conclusion of the activity, module or program. Request for reimbursement should be made prior to any purchases being made.

Adopted by Board of Directors: 11/9/22

Amended by the Board of Directors: \_\_\_\_\_

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:* October 31, 2022

<b>Agenda Item: 2023 Executive Board Elections</b>	<b>Board Meeting Date: November 9, 2022</b>
<b>Agenda Item #: 14</b>	<b>Division Section: Board</b>
<b>Action Requested:</b> <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Information <input type="checkbox"/> Other (Explain)	<b>Staff Recommendation:</b> <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input checked="" type="checkbox"/> None Forwarded

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

**Agenda Item Summary:** 2023 Elections of Officers

**Background Information:** In the 2017 IGA, Section 5 (5.5.8) stipulates that elections should be 2 year terms and President and Treasurer were initially a 3 year term. I assume 2017, 2018, 2019 and Vice President and Secretary would have been 2017, 2018. Vice-President/Secretary elections in 2019, 2021, and then in 2023 President/Treasurer elections is 2020 and now in 2022.

At one point we combined the positions of Secretary and Treasurer into one position but upon review of the IGA (and past By-laws -2015), there is not a shared position.

**Financial Impacts:** N/A

**Pros / Cons:** PRO- Having a more robust Board will help with the workload and the ability to meet the needs of our agency membership.

CON- Currently with 10 agencies- 4 people on the E-Board is a large portion of the membership.

**Staff Perspective:** Given the challenges and workload currently before us, an opportunity to develop our EBoard to a 4<sup>th</sup> member is an ideal situation. It would also align with the IGA as written. Given that we have seemed to have gotten out of the election cycle it is recommended that we get back on the schedule as outlined in the IGA. While we currently have Brian Kuznik serving in the Secretary/Treasurer role we will need to segregate into 2 separate positions.

This would mean that I would propose the following:

2022 election would be for President and Treasurer for term ending 12/31/22

2023 election would be for Vice-President and Secretary for term ending 12/31/23

We will need to look at what Chief Kuznik's interests are for remaining on the Board as he has expressed considering stepping down if there was more interest than positions. If we put a new Treasurer on the Board, we will need to get a resolution for banking access but that is not a critical

**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**

issue and we will address as needed.

President Kazian has received interest from Chief Tim Sendelbach in running for a Board position and I am willing to consider retaining my position as President. If there was an interest for the President position, consideration may be given by President Kazian as to whether to run or not.

If there is anyone else interested in running for a position, you can let the President Kazian know in advance or you will have a chance to insert your name at the Board meeting on November 9, 2022.

**Legal Input/Considerations:** Compliance with the IGA is a strong recommendation

**Executive Director Recommendation:** N/A

**Motion(s):** Motion will be dependent on the potential slate proposed

**Attachments:** 2017 IGA

**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. POUUDRE 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  
Jane S. Brautigam

Attest:

Lyttu Bol  
City Clerk

Approved as to Form:

By: Erbol  
Office of the City Attorney

SIGNATURE DOCUMENT 10-12-16

CITY OF GREELEY

Thomas E. Norton  
Mayor

ATTEST:

Betsy D. Holder  
City Clerk



APPROVED AS TO SUBSTANCE

[Signature]  
City Manager

AVAILABILITY OF FUNDS:

Victoria A. [Signature]  
Director of Finance

APPROVED AS TO LEGAL FORM:

[Signature]  
Office of City Attorney

SIGNATURE DOCUMENT 10-12-16

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

Signature Page Intentionally Left Blank

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

Scott Paulsen  
By: Mayor

ATTEST:

[Signature]  
By: City Clerk

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

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

ATTEST:

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

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


By: Michael Lawson  
Mayor 12/6/16

ATTEST:

Carol Intelkofor  
By: City Clerk 12/6/16

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

ATTEST

  
By: Chad Christian, Secretary

  
By: Scott Barcewski, President

SIGNATURE DOCUMENT

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

By: Jamie Moran

ATTEST:

By: Marta Thompson

SIGNATURE DOCUMENT 10.12.16

POUDRE FIRE AUTHORITY, a Colorado public entity

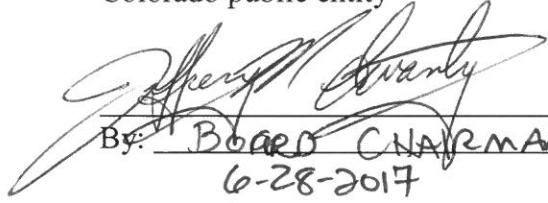
*no name*  
By: Mike DiTullio, PFA Board Chair

ATTEST:


*Kristen D. Howard*  
By: PFA Board Secretary

SIGNATURE DOCUMENT 10-12-16

LOVELAND FIRE RESCUE AUTHORITY, a  
Colorado public entity

  
By: BOARD CHAIRMAN  
6-28-2017

ATTEST:

  
By: Board Secretary  
6-28-2017

**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**

## 2023 FRFC Executive Board Elections

Per FRFC Bylaws, elections occur every 2 years for all the positions on the Board.

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

## **2023 Regular Meeting Dates and Locations**

### **10:00am Meeting Time**

### **Bi-Monthly**

**February 8, 2023**  
**Mountain View Fire**  
**Location/Address TBD**

**April 12, 2023**  
**Greeley Fire Department**  
**Location/Address TBD**

**June 7, 2023**  
**Loveland Fire Rescue Authority**  
**410 E 5<sup>th</sup> St. Loveland, CO 80537**

**August 9, 2023**  
**Poudre Fire Authority**  
**Location/Address TBD**

**October 11, 2023**  
**Windsor Severance Fire Rescue**  
**100 N. 7<sup>th</sup> St Windsor, CO 80550**

**December 13, 2023**  
**Front Range Fire Rescue**  
**101 S Irene Ave Milliken, CO 80543**

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

## **2023 Regular Meeting Dates and Locations**

### **10:00am Meeting Time**

### **Quarterly**

**February 8, 2023**  
**Mountain View Fire**  
**Location/Address TBD**

**June 7, 2023**  
**Loveland Fire Rescue Authority**  
**410 E 5<sup>th</sup> St. Loveland, CO 80537**

**September 6, 2023**  
**Windsor Severance Fire Rescue**  
**100 N. 7<sup>th</sup> St Windsor CO 80550**

**November 8, 2023**  
**Front Range Fire Rescue**  
**Location/Address TBD**