

Elk Creek Fire Protection District Board of Directors

Regular Meeting Agenda

Thursday, August 10th 18:00hr

In person and Via Zoom

(located on ECFPD website)

- I. Call to order
- II. Pledge of Allegiance
- III. Roll call of Board members
- IV. Additions or Deletions to, and Approval of the Agenda
- V. Review and Approval of July, 2023 Regular Meeting Minutes
- VI. Financial Matters
- VII. Chief Ware Report
- VIII. Public Comment #1
- IX. Old Business
 1. Approval of Ballot Language and Appoint DEO
- X. New Business
 1. Adams Group Audit Report
 2. Fire Marshal IGA's for Inter-Canyon, Indian Hills and Genesee
 3. Pay Increase for Chief Ware
 4. Retain Kathy Gross to Provide Board Meeting Minutes
 5. Adaption of the CO State Archivist Records Retention Policy and Schedule
- XI. Public Comment #2
- XII. Adjournment

Elk Creek Fire Protection District
July 13, 2023
Regular Meeting of the Board of Directors

1.0 Call to Order at 6:40 PM

1.1 The regular monthly meeting of the Board of Directors of Elk Creek Fire Protection District (ECFPD) was called to order by President Greg Pixley at 6:40 p.m. on Thursday, July 13, 2023. The meeting was held in both physical attendance and via Zoom virtual meeting pursuant to statutory notice.

1.2 In physical attendance were President Greg Pixley, Vice President Dominique Devaney, Treasurer Sharon Woods, Secretary Melissa Baker and Director Chuck Newby. Also attending in the Board Room were Chief Jacob Ware, Pension Trustees Lt. Kevin Devaney and Lt. Colt Thiel, and District Attorney John Chmil.

2.0 Agenda

2.1 The agenda was accepted by consent.

3.0 Minutes of Previous Meeting

3.1 A motion to approve the June 8, 2023 Minutes as presented was made by Treasurer Woods, seconded by Vice President Devaney, and was approved with only Director Baker abstaining from the vote.

4.0 Treasurer's Report

4.1 A motion to approve the July 13, 2023, Treasurer's Report as presented by Treasurer Woods was made by Vice President Devaney, seconded by Secretary Baker, and was approved unanimously. The report included a review of funds, bills for payment, financial summary, and other revenue and expenses. Information on the monthly financial activities of the District is contained within the Treasurer's Report and is on file with the District.

5.0 Promotions

5.1 Officers Thiel, Beckwith, and Jones were promoted to the position of Station Lieutenant. Lieutenant Shine was promoted to volunteer Captain. Congratulations gentlemen and thank you for your service on behalf of the Elk Creek Fire Protection District Board.

6.0 Chiefs Report

6.1 ECFPDs Wildland Fire Module has been recognized as a Type 2 Wildland Fire Module. It is only the second nonfederal resource to obtain this classification. Congratulations to Captain Papenfus and the entire Wildland Module. Thank you for your service on behalf of the Elk Creek Fire Protection District Board.

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Regular Meeting of the Board of Directors

- 6.2 ECFPD has been awarded a grant that will cover 35% of the cost of a new ambulance. This will replace the 2009 rig with an estimated delivery in 2024. Thank you to Lt. Hartley for the successful submission of this grant.
- 6.3 Chief Ware informed the Board that two Firefighter/EMT-B's were hired, returning the District to full staff for this role. A second mechanic was also hired to assist Fleet Manager Hojnowski. It should be noted that all three hires were local residents. The remaining Firefighter/Paramedic position remains open.
- 6.4 Chief Ware presented his report to the Board of Directors, which included updates on call volume, average response time, incident summary, training, preventions, chipping, and fleet/facilities maintenance. Information on the full report is contained within the Chiefs Report and is on file with the District.
- 6.5 Chief Ware answered Director Newby's inquiries to the status of the strategic plan and the work session regarding cost recovery. Chief Ware advised that there has been a struggle identifying third party agencies available to aid in a strategic plan. Chief Ware stated that all of the information is ready to bring to the Board for a work session. This will be scheduled in the future.

7.0 Public Comment – Matters before the Board

- 7.1 Four citizens from the District addressed the Board with comments and concerns regarding consolidation, communication, and the cost/benefit impact of the new Federal Type 2 Wildland certification.

8.0 Old Business

- 8.1 Discussion regarding the ballot language for the upcoming consolidation proposal was held. Attorney Chmil explained the process for the ballot and the certification language. A Special meeting regarding potential fees has not been scheduled to date as to provide time for the necessary parties the opportunity to collect data.

- 8.2 A request was made to post the transparency link available in the minutes.

- 8.2.1 <https://elkcreekfpd.colorado.gov/transparency/intergovernmental-agreements-igas>

- 8.2.2 <https://elkcreekfpd.colorado.gov/transparency/meeting-minutes-and-agendas>

9.0 New Business

- 9.1 A motion was made by Treasurer Woods, with a second by Secretary Baker to approve the budgeted purchase of a vehicle for the Fire Marshall not to exceed \$50,000. Discussion was held regarding the scope and specs. The motion passed unanimously.

Elk Creek Fire Protection District
July 13, 2023
Regular Meeting of the Board of Directors

- 9.2 A motion was made by Vice President Devaney, with a second by Treasurer Woods to approve the budgeted purchase of a new ambulance to replace the 2009 ambulance, not to exceed \$250,000. This purchase is supported by a RETAC Grant in the amount of \$125,000. Discussion was held regarding the scope and specs. The motion passed unanimously.
- 9.3 Director Newby brought to the Board a motion to disclose consolidated related information, second by Vice President Devaney. Discussion was held regarding the nature of the request, information requested and the scope of the demand. The motion failed with 1 yes (Newby), 2 no (Woods, Baker), and 1 abstention (Devaney). Director Newby provided the Board with a summary of his requests. Attached as appendix A.

10.0 Public Comment – New Topics of Discussion

- 10.1 Two citizens from the District addressed the Board with comments regarding concerns over the financials and the consolidation.
- 11.0 There being no further business to come before the Board at this time the meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Greg Pixley – President

Dominique Devaney – Vice President

Sharon Woods – Treasurer

Melissa Baker - Secretary

Charles Newby - Director

ELK CREEK FIRE PROTECTION DISTRICT
MOTION FOR PUBLIC DISCLOSURE OF CONSOLIDATION-RELATED INFORMATION

July 13, 2023

Background: Matters relating to the proposed consolidation/merger (the Consolidation) of the Elk Creek, Inter-Canyon, and North Fork Fire Protection Districts (the Fire Districts) are of special concern to the residents of the Elk Creek Fire Protection District (the Elk Creek FPD).

Motion: I make a motion that the Elk Creek FPD Board of Directors take all actions necessary to direct, facilitate, and otherwise authorize the disclosure to the public of the following information, except for the limited redactions required by Colorado Statute, as soon as practicable but, allowing for a reasonable delay in genuine cases of exigency, no later than the close-of-business Friday, August 4, 2023:

1. Copies of: All documents, information, and data items including, but not limited to, the information items produced, received, and reviewed by the Elk Creek FPD under "Section 3.2 Document Production and Review" of the Pre-consolidation Intergovernmental Agreement, as adopted by the respective Fire Districts.
2. Copies of: All initial, intermediate, and final work product document files; all work product-related emails; all work product-related meeting notes, both electronic and written; all contracts, contract modifications, or contract addendums; all related invoices; and all other such items including, but not limited to, the work performed by Magellan Strategies, Turn Corps Communications Strategies, and their sub-contractors under contract to the Elk Creek FPD with respect to Consolidation.
3. Copies of: All documents, information, and data items all such items including, but not limited to, all legal opinions related to Consolidation; all legal filings related to Consolidation; all current or reasonably foreseeable future legal disputes created by or legal actions that may be required as a result of Consolidation; all location-trade-off-studies, conceptual, preliminary, and final designs, schedule estimates, cost estimates, financing requirements, and estimated as-built-costs for planned or projected facilities construction projects required by or related to Consolidation; all cost estimates, schedule estimates, financing requirements for the purchase of firefighting apparatus, emergency medical service equipment, and personal protective equipment required by or related to Consolidation; all location-trade-off-studies to determine the requirements for skill levels, numbers, and location of firefighting, emergency medical service, and administrative personnel required in order to achieve any projected operational or level-of-service improvements

–Appendix A –

required by or related to Consolidation; all current and projected future pension obligations required by or related to Consolidation; all current and projected future debt obligations required by or related to Consolidation; all meeting documents, meeting notes, both electronic and written, from meetings of any kind between local, state, national, and international unions and Elk Creek FPD personnel relating to Consolidation; all meeting documents, meeting notes, both electronic and written, from meetings of any kind between local, county, and state governmental personnel and Elk Creek FPD personnel relating to Consolidation; and an accounting for all of the time and materials expended by Elk Creek FPD personnel relating to Consolidation.

Chuck Newby
Director, Elk Creek FPD



ELK CREEK FIRE PROTECTION DISTRICT
Income Statement
For the Seven Months Ending July 31, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget
Revenues			
104000	Property Tax Revenue - Jeffco	\$889,061	\$3,114,409
104010	Property Tax Revenue -Parkco	\$92,188	\$369,096
104040	Delinquent Taxes	\$106	-\$8,994
104100	Specific Own. Taxes - Jeffco	\$18,465	\$130,873
104110	Specific Own. Taxes - Parkco	\$4,647	\$25,971
104200	Interest Income Jeffco	\$341	\$512
104210	Interest Income Parkco	\$87	\$329
104220	Interest Income Investments	\$29,750	\$164,867
104300	Ambulance Billings	\$3,125	\$356,247
104310	Ambulance Billings-MCR/MCD Adj	\$0	-\$142,421
104400	Other Income	\$40	\$4,286
104410	Report Charges	\$302	\$364
104430	Permits - Inspection Fees	\$0	\$3,569
104440	Home Assessments	\$0	\$2,030
104450	Donations	\$300	\$14,856
104460	Lease Revenue	\$0	\$45,018
104480	Revenue from Surplus Equipment	\$0	\$0
104488	Grant Award - Fire	\$10,326	\$30,326
104700	CRRF Reimbursement	\$23,784	\$62,507
104760	Miscellaneous Income	\$0	\$240
104800	Mitigation Contracts	\$0	\$0
	Total Revenues	\$1,072,523	\$4,174,085
Expenses - Administration			
	Total Expenses - Administration	\$54,535	\$517,880
Expenses - Fire			
	Total Expenses - Fire	\$43,082	\$404,520
Expenses - Training			
	Total Expenses - Training	\$16,660	\$106,562
Expenses - Prevention			
	Total Expenses - Prevention	\$64,432	\$117,663
Expenses - EMS			
	Total Expenses - EMS	\$76,545	\$591,659
Expenses - Wildland/Suppression			
	Total Expenses - Wildland/Suppression	\$75,402	\$403,057
Expenses - Fuels Crew			
	Total Expenses - Fuels Crew	\$8,847	\$9,927

ELK CREEK FIRE PROTECTION DISTRICT
Income Statement
For the Seven Months Ending July 31, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget
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Expenses - CRRF			
Total Expenses - CRRF	\$85,610	\$120,308	\$765,142
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Expenses - Maintenance			
Total Expenses - Maintenance	\$17,726	\$83,747	\$309,967
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Expenses - Fire Stations			
Total Expenses - Fire Stations	\$4,662	\$81,565	\$127,330
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Expenses - Leases/Capital			
608326 Capital - EMS	\$0	\$6,660	\$300,000
608336 Capital - Fire	\$36,944	\$36,944	\$20,000
608605 Capital - Wildland/Prevention	\$0	\$192,187	\$85,000
608606 Capital - Facilities	\$0	\$440	\$165,000
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Total Expenses - Leases/Capital	\$36,944	\$236,231	\$570,000
Total Expenses	\$484,444	\$2,673,119	\$5,380,410
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Net Income	\$588,079	\$1,500,966	\$7,271
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FIRE PREVENTION

- Fire Marshal Rush completed 62 inspections.
- 25 letters and county reviews
- 2 sprinkler plan reviews.
- Elk Creek has been involved in the Together Jeffco project with Chief Ware, Fire Marshal Rush and Captain Yellin all participating in meetings and planning sessions.
- Fire Marshal Rush also completed the Wildfire Prepared property assessment training.
- CORE has completed the installation of a Pano AI fire detection camera at Station 3.

FLEET, EQUIPMENT, & FACILITIES

Fleet:

- A used 2019 Ford Ranger was purchased for the Fire Marshal vehicle. The build out is being completed and should be in service by the end of July.
- Tender 461 had a cracked brake drum which lead to the repair/ replace both drums and shoes.

Facilities:

- New security lighting is installed at Station 2.

Equipment:

- Members attended a demonstration of battery powered saws at West Metro Fire. The saws are quickly becoming an industry standard. We will be exploring the purchase of battery powered rotary saws and chainsaws in 2024.

ELK CREEK FIRE PROTECTION DISTRICT

RESOLUTION 2023 - _8-8__

A RESOLUTION CALLING FOR AN ELECTION ON REFERRED MEASURES REGARDING THE CONSOLIDATION OF ELK CREEK FIRE PROTECTION DISTRICT, INTER-CANYON FIRE PROTECTION DISTRICT, AND NORTH FORK FIRE PROTECTION DISTRICT AND A RELATED INCREASE TO THE ELK CREEK FIRE PROTECTION DISTRICT'S MILL LEVY AND THE APPOINTMENT OF A DESIGNATED ELECTION OFFICIAL

WHEREAS, the Board of Directors (the "Board") of the Elk Creek Fire Protection District, (the "District"), has previously adopted Resolution 2023-5-1 (Consolidation Resolution) as well as that certain Pre-Consolidation Intergovernmental Agreement effective as of April 12, 2023 (I A) proposing the consolidation of the District with Inter-Canyon Fire Protection District (Inter-Canyon) and North Forth Fire Protection District (North Fork) into a single fire protection district, to be known as the Conifer Fire Protection District (Consolidated District); and

WHEREAS, Inter-Canyon and North Fork have both confirmed their respective desires to proceed with the consolidation process through each filing a concurring resolution with the District pursuant to 32-1-02(2)(c), C.R.S.; and

WHEREAS, the Consolidation Resolution and I A both require the approval by the citizens of the District of a mill levy increase as a contingency to the consolidation question, to ensure that the Consolidated District can collect a mill levy up to 1 mills; and

WHEREAS, pursuant to the provisions of Article , Section 20 of the Colorado Constitution, voter approval is required for the District to increase its mill levy and to exempt the District from the revenue limitations of Article and 2 -1-301, C.R.S.; and

WHEREAS, the Board has determined that it is in the best interest of the District and its citizens to seek voter approval for the proposed consolidation and the related mill levy increase in order to meet the growing demands for service across the proposed Consolidated District and to provide additional funds to meet the obligations of the Consolidated District; and

WHEREAS, pursuant to 1-1-111(2). C.R.S., the Board is authorized to designate election officials to exercise the statutory authority of the Board in conducting an election pursuant to the uniform Election Code of 1 2, and all laws amendatory thereof and supplemental thereto.

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

Section 1. At the general election to be held on Tuesday, November , 2023, there shall be submitted to the electors of the District, in substantially the same form, the following ballot measure and ballot issue seeking approval of the proposed consolidation and voter permission for the ability to increase the District s mill levy:

ELK CREEK FIRE PROTECTION DISTRICT BALLOT MEASURE __:

S A T E E CREE FIRE PR TECTI N DISTRICT, T E INTER-CAN N FIRE PR TECTI N DISTRICT, AND T E N RT F R FIRE PR TECTI N DISTRICT BE C NS IDATED T F RM T E C NIFER FIRE PR TECTI N DISTRICT AS A SIN E C NS IDATED FIRE PR TECTI N

DISTRICT, AS FURTHER SET FORTH IN THE PRE-CENSUS IDENTIFICATION INTER-GOVERNMENTAL AGREEMENT BETWEEN THE DISTRICTS EFFECTIVE APRIL 12, 2023, AND CONTINUED PENDING THE TERMS OF EACH DISTRICT APPROVED IN THE RELATED MISSION INCREASE FOR EACH DISTRICT TO PERMIT THE COUNCIL FIRE PROTECTION DISTRICT TO CONDUCT A MISSION PROTECT 1 MILES

ELK CREEK FIRE PROTECTION DISTRICT BALLOT ISSUE ___:

SALINE CREEK FIRE PROTECTION DISTRICT TAXES BE INCREASED PER YEAR 1,100,000 ANNUALLY, AND BUDGETARY ADDITIONAL AMOUNTS ARE ANNUALLY RAISED THEREAFTER, BUDGETARY ADDITIONAL PER PERSON TAX OF 3.5 MILES, AND SALINE CREEK FIRE PROTECTION DISTRICT BE PERMITTED TO CONTINUE EXPENDING FOR THE 2.5 MILE SEPIRIN AS OF 2023, FURTHER APPROVED MISSION PROTECT 1 MILES, COMMENCING IN EARLY 2023 (FURTHER EXPENDING IN EARLY 2024), AND CONTINUING THEREAFTER BUT THE COUNCIL FIRE PROTECTION DISTRICT AS PROVIDED BY LAW, IT SHALL TAKE PRECEDENCE TO BE DEFERRED TO PERPETUITY AND CAPITAL EXPENSES FOR THE COUNCIL FIRE PROTECTION DISTRICT, IF THE CENSUS IDENTIFICATION MEASUREMENTS APPROVED BY THE DISTRICT, INCORPORATED :

- IRREGULAR ADDITIONAL PAID CAREER FIREFIGHTERS, PARAMEDICS, AND EMERGENCY MEDICAL TECHNICIANS DET INCREASING CAPITAL AND MAINTENANCE AND FIRE TREATMENT;
- REPAIRS IN FIRE ENGINES AND AMBULANCES;
- REPAIRS AND REBUILDING DATED STATISTICS AND FACILITIES THROUGHOUT THE COUNCIL DATED DISTRICT; AND
- INCREASING VOLUNTEER RECRUITMENT, TRAINING, AND RETENTION;

AND SHALL TAKE PRECEDENCE TO BE CONSIDERED AND SPENT BY THE COUNCIL FIRE PROTECTION DISTRICT AS FURTHER APPROVED REVENUE AND SPENDING CHANGES IN EARLY 2023, IT IS FURTHER STATED THAT SPENDING REVENUE IMITATION CONTAINED IN ARTICLE 20 OF THE CONSTITUTION AND SECTION 2-1-301, CHAPTER 2 REVISOR STATUTES

Section 2. The President and Secretary and other agents or employees of the District, including the Designated Election Official identified in Section 4 hereof, shall and are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including the execution of the Intergovernmental Agreement with the applicable County Clerk and Records offices regarding the conduct of the election.

Section 3. A Coordinated Election will be conducted by the County Clerk and Recorder of each county within the District's boundaries and the applicable Clerk and Records, if more than one, are hereby authorized to conduct the Election on behalf of the District.

Section 4. The provisions of the *Uniform Election Code*, Sec. 1-1-101, *et seq.*, C.R.S., and all laws amendatory thereof or supplemental thereto, shall govern this election, and Sarah Shepherd of Circuit Rider is hereby appointed as the District's Designated Election Official for such election to assist the County Designated Election Official in conducting the election as a coordinated election.

Section 5. If a majority of the votes cast on the question to authorize the levy of ad valorem property taxes submitted at the Election shall be in favor of levying ad valorem property taxes as provided in such question,

claims, losses and liability for injuries, including injury to employees of Indian Hills, or property damage arising from and proximately caused by any negligent error, act or omission of Elk Creek, its officers, agents or employees in performing the actions required of Indian Hills by the Agreement.

- b. To the extent permitted by law, Indian Hills agrees to indemnify, hold harmless and defend Elk Creek, its officers, agents and employees, from and against any and all claims losses and liability for injuries, including injury to employees in performing the actions required of Elk Creek by this Agreement.
5. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Elk Creek Fire Marshal. Any records of services provided pursuant to this Agreement shall be and become the property of Indian Hills and shall be retained by Indian Hills in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Indian Hills and the Fire Chief of Elk Creek shall jointly administer this Agreement.
7. Termination. Either party may terminate this Agreement as follows:
 - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
 - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
 - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
 - d. For non-appropriation. Indian Hills may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement, with the only obligation for such termination being that any services rendered prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is a pay for service type of Agreement and is not intended to create a multiple fiscal year obligation for either party.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

Elk Creek Fire Protection District
PO Box 607
Conifer, CO 80433

Indian Hills Protection District
4476 Parmalee Gulch Road
Indian Hills, CO 80454

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award.

10. Severability. In the event that any section, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
11. No Waiver. Any party's failure to insist upon strict performance of another party's covenants, agreements and rights shall not be deemed a waiver or relinquishment by such party and such covenants, agreements and rights shall continue if full force and effect.
12. No Third Party Rights. This Agreement shall not create any rights in any party that has not signed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between parties regarding the subject matter hereof, and may be modified only by a written instrument signed by both parties. There are no verbal or other agreements that modify or effect is agreement.

Elk Creek Fire Protection District

Indian Hills Fire Protection District

INTERGOVERNMENTAL AGREEMENT
BETWEEN ELK CREEK FIRE PROTECTION DISTRICT
AND INTER-CANYON PROTECTION DISTRICT
FOR FIRE PREVENTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Elk Creek Fire Protection District (“Elk Creek”) and Inter-Canyon Fire Protection District (“Inter-Canyon”), both quasi-municipal corporations organized pursuant to Title 32, C.R.S. to provide fire protection and prevention services.

RECITALS

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Inter-Canyon is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson and Clear Creek Counties, Colorado; and
3. Inter-Canyon has determined that it requires outsourcing of certain fire prevention services as defined herein; and
4. Elk Creek has the ability and capacity to provide those services; and
5. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fire prevention services within their contiguous borders in an efficient manner.

AGREEMENT

1. Fire Prevention Services. Commencing May 1, 2023, Elk Creek agrees to provide fire prevention services utilizing Elk Creek’s Fire Marshal, as directed by Inter-Canyon and within the boundaries of Inter-Canyon to include:
 - a. Development plan review and approval;
 - b. Testing and approval of fire protection and alarm systems in new construction;
 - c. Code interpretation and enforcement in new construction;
 - d. Occupancy inspections.
2. Compensation. Inter-Canyon agrees to pay Elk Creek the following:

50 percent of the fully burdened rate for the services of the Fire Marshal.
3. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on May 1, 2023 and shall remain in effect until terminated by either party as provided in paragraph 7 below.
4. Indemnity for Acts or Omissions under the Direction of the other Agency.
 - a. To the extent permitted by law, Elk Creek agrees to indemnify, hold harmless and defend Inter-Canyon, its officers, agents and employees, from and against any and all claims, losses and liability for injuries, including injury to employees of Inter-Canyon, or property damage arising from and proximately caused by any negligent error, act or

omission of Elk Creek, its officers, agents or employees in performing the actions required of Inter-Canyon by the Agreement.

- b. To the extent permitted by law, Inter-Canyon agrees to indemnify, hold harmless and defend Elk Creek, its officers, agents and employees, from and against any and all claims losses and liability for injuries, including injury to employees in performing the actions required of Elk Creek by this Agreement.
5. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Elk Creek Fire Marshal. Any records of services provided pursuant to this Agreement shall be and become the property of Inter-Canyon and shall be retained by Inter-Canyon in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Inter-Canyon and the Fire Chief of Elk Creek shall jointly administer this Agreement.
7. Termination. Either party may terminate this Agreement as follows:
 - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
 - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
 - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
 - d. For non-appropriation. Inter-Canyon may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement, with the only obligation for such termination being that any services rendered prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is a pay for service type of Agreement and is not intended to create a multiple fiscal year obligation for either party.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

Elk Creek Fire Protection District
PO Box 607
Conifer, CO 80433

Inter-Canyon Fire Protection District
7939 South Turkey Creek Road
Morrison, CO 80465

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award.

10. Severability. In the event that any section, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
11. No Waiver. Any party's failure to insist upon strict performance of another party's covenants, agreements and rights shall not be deemed a waiver or relinquishment by such party and such covenants, agreements and rights shall continue if full force and effect.
12. No Third Party Rights. This Agreement shall not create any rights in any party that has not signed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between parties regarding the subject matter hereof, and may be modified only by a written instrument signed by both parties. There are no verbal or other agreements that modify or effect is agreement.

Elk Creek Fire Protection District

Inter-Canyon Fire Protection District

Motion to increase by 12%, Chief Ware's current salary of \$99,500, to a total gross of \$111,440

My rationale is driven by comparable fire chief salaries across the state and in our local area, in addition to the need for us to retain our tenured employees.

As an added information point, Evergreen FD assisted me by providing a salary study they completed last summer. Regardless of any raises received since, the attached document encompasses accurate salary comparisons related to size, service area, and budget.

Notable are the following Chief's wages:

\$110,00 Grand Lake

\$112,000 Inter-canyon

\$112,911 Evergreen

\$116,200 Crested Butte

\$124,758 NE Teller County

\$148,340 Summit County

\$155,484 average of FD's with a \$5-10M Budget (ECFPD \$5.8m)

\$155,728 average of comparable fire districts

\$157,788 Red White Blue

Finally, I have spoken with Chief Aaronson and Treasurer Woods, who both have affirmed that there is room in the budget for this increase.

ELK CREEK FIRE PROTECTION DISTRICT

Resolution 2023 - # 8-9 ____

**RESOLUTION ADOPTING THE COLORADO STATE ARCHIVIST
SPECIAL DISTRICT
RECORDS RETENTION SCHEDULE**

WHEREAS, the Elk Creek Fire Protection District (the “District”), acting by and through its duly elected Board of Directors (the “Board”) recognizes a need for a comprehensive records retention schedule for the District’s non-permanent records and the retention of those records that have long-term administrative, fiscal and historical value; and

WHEREAS, the Colorado State Archives has developed a state-wide record retention schedule in cooperation with the Colorado Special District Association, the Colorado Attorney General’s Office and the State Auditor’s Office for special districts to use and follow.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Elk Creek Fire Protection District as follows:

1. The Board hereby adopts the 2023 Colorado Special District Records Retention Schedule (the “Schedule”) and all subsequent revisions as approved by the State Archivist.
2. The Board authorizes the Fire Chief or attorney to submit a request to the Colorado State Archives to adopt the Schedule. Approval from the State Archivist will constitute legal authority for the destruction and preservation of District records.
3. The Board delegates to the Fire Chief and/or Official Custodian of the District, all authority to maintain and destroy District records in compliance with the adopted Schedule.
4. All Resolutions of the Board inconsistent with this Resolution are hereby repealed to the extent of such inconsistency and all actions of the officers, agents and employees of the District which are in furtherance of or in conformance with the purposes and intent of this Resolution are hereby in all respects ratified, approved and confirmed.

Elk Creek Fire Protection District Records Retention Resolution July 13, 2023	1	
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