Glacier View Fire Protection District

Agenda March 13th at 7:00pm

Call to Order - Roll Call

Confirm there are no changes to the Agenda

The Zoom Meeting WILL BE recorded

- Secretary's Report ACTION: Approve as presented BOARD APPROVAL - Board Meeting Minutes – February 13th, 2023
- 2. Treasurer's Report ACTION: Approve as presented
 - (a) Balance Sheet As of February 2023
 - (b) P&L Detail February 2023
 - (c) Checks Over \$1000 February 2023
 - (d) GVFD Visa As of February 2023
 - (e) P&L Budget Overview vs. Actual +/- Year-to-Date February 2023
 - (f) P&L Budget vs. Monthly Actual Budget February 2023
 - (g) Donation Report February 2023
 - (h) Money Market Transfers for February

 BOARD APPROVAL Treasurer's Report February
- Chief's Report Chief Report Submitted to Board
 BOARD APPROVAL LC Fire Grant
 Mutual Aid Agreements Discussion and possible Board Approval
 BOARD APPROVAL Sale of Skidsteer
- District Administrator's Report District Administrator report submitted to the Board BOARD ACTION: RESOLUTION 23-03-01 - Cancelation of Election BOARD ACTION: RESOLUTION –23-03-02 - Exemption of Audit
- 5. DEO Election Report Report submitted to the Board
- Election Process that resulted in Ron being removed from the Board and the related recruiting of Mr. Lamb
- 7. Alliance Report Alliance Report submitted to the Board

BOARD ACTION: FAC Opportunity Fund Grant **BOARD ACTION:** Ambassador program

- 8. Committee Reports:
 - a. <u>Financial Procedure Committee</u> (Cheryl Franz, David Thompson, Steve Groeteke, Dan Knox, Jenny Rogers)

- b. <u>HB Committee</u> (Cheryl Franz, Bill Salmon, Dan Knox,) Nothing new to report
- c. <u>Apparatus Committee</u> (Ron Lindroth, Dan Knox, Jim Perry, Peter Henderson)

9. Unfinished Business:

Generator – In District Administrator Report Non-Emergency HB

10. New Business:

Release of Liability Waiver Insurance out for bid Old Generator

11. BOARD ACTIONS:

Board Meeting Minutes – February 13th
Treasurer's Report
LC Fire Grant
Mutual-Aid Agreements
Sale of Skidsteer
Resolution 23-03-01– Cancellation of Election
Resolution 23-03-02 – Exemption of Audit
FAC Opportunity Grant
Ambassador program
Release of Liability Waiver
Old Generator

During Public Comment there will be three minutes per person. The Board cannot get into a discussion about an item. If the Board feels the item needs to move forward it will then be put on a future agenda. For clarification, a public member speaking will need to identify who they are representing; community member or GVM HOA Board member, etc.

- 12. Public Comment:
- 13. Director Comment:
- 14. Adjournment

Next Scheduled Board Meeting: Monday, April 10th, 2022 at 7:00PM



APPROVED by Board 3-13-23 - changes made are highlighted in yellow

Glacier View Fire Protection District

1414 Green Mountain Dr. • Livermore • Colorado • 80536 February 13th at 7:00pm

Meeting was called to order at 7:00 PM via in-person and ZOOM

Board of Directors present: President Dave Burk, Treasurer David Thompson, Director Steve Groeteke, and Vice President Bill Salmon and Secretary Ron Lindroth via Zoom

Fire Department members present: Assistant Chief Peter Henderson, Assistant Chief Warren Jones, District Administrator Cheryl Franz, member Art Jossart, and Ed Sather

Public members: 4

Secretary's Report: Report was submitted and made part of the Board Packet.
 President Burk made a motion to approve the January 9th Board Meeting Minutes. Treasurer Thompson accepted the motion. Vice President Salmon seconded. Call for discussion. No discussion. All in favor, the motion carried.

President Burk made a motion to approve the January 19th Board Meeting Minutes. Vice President Salmon accepted the motion. President Burk seconded. Call for discussion. No discussion. All in favor, the motion carried.

2. Treasurer's Report: Report was submitted and made part of the Board Packet.

Treasurer Thompson highlighted the following expenditures for January: Line 552 - 4th quarter FF reimbursements in the amount of \$3,710, 668 – E1 maintenance, pump packing, and brakes in the amount of \$5,229.68, and 665 – Apparatus Purchase of \$5K for the deposit on the purchase of an engine. He highlighted the checks over \$1K, \$1,551.48 for 1st quarter payroll taxes, \$5k to Campobello for the deposit towards the potential engine purchase, \$1,605.71 to Firstbank for miscellaneous credit card purchases, and a check to Mountain View Fire Protection for \$5,229.68 for pump packing, brakes, and annual maintenance for E1.

Vice President Salmon questioned the accuracy of the Monthly Budget Report line 401 for Property Taxes and stated that it showed zero. It was noted by Treasurer Thompson and District Administrator Franz that this was the Monthly budget document and for the month of January GVFPD did not receive any property tax funding nor were we anticipating receiving any, and that is the reason for the zero budget for January property taxes. It was also mentioned that the anticipated property taxes for 2023 are represented on the Overview Budget Year-to-Date document.

President Burk entertained a motion to accept the Treasurer's Report as presented. Secretary Lindroth accepted the motion. Director Groeteke seconded. Call for discussion, no discussion. All in favor. The motion carried.

3. District Administrator Report: Report submitted and made part of the Board Packet

District Administrator Franz stated that the Call for Nomination went out and was published in the North Forty News. The deadline for the Self-Nomination Acceptance Form from a candidate is Friday, February $24^{\rm th}$ at 3PM.

District Administrator Franz recognized the January donations from individuals and said a personal thank you to all the donors.

President Burk entertained a motion to approve the District Administrator Report as presented. Treasurer Thompson accepted the motion. Director Groeteke seconded. Call for discussion, no discussion. All in favor. The motion carried.

- **4. Chief's Report Report submitted to the Board –** This was moved to the end of the meeting. No addition comments were made.
- 5. Committee Reports:
 - (a) <u>Financial Procedures Committee</u> (David Thompson, Dan Knox, **Cheryl Franz**, Steve Groeteke, Jenny Rogers) Nothing new to report
 - (b) <u>Handbook Committee</u> (Cheryl Franz, Bill Salmon, Dan Knox)

 Nothing new to report President Burk was under the understanding that there would be a revised Non-Emergency Volunteer Handbook presented to the Board or the Handbook Committee at the March Board Meeting.
 - (c) Alliance Committee (Warren Jones coordinator) This report will show up on future Agendas after the District Administrator Report.

Warren presented his report as submitted. He added that GVFPD should hear about the Community Wildfire Defense Grant at the end of March. He talked about the Community Mitigation Specialist Volunteer group that has formed within the community and mention that this group is not connected with GVFPD in their mitigation efforts but will be assisting GVM HOA on roadway mitigation. Warren presented a Letter of Support for the Larimer County OEM Community Mitigation Grant. President Burk suggested that any Board Actions from reports be submitted in the Board Packet, so the Board has more time for review before the meeting. The Board agreed, but decided to act on the support letter as there was a time restraint for submitting the grant tied to the letter. Warren added that there is a potential for other groups or individual property owners to ask for the same letter from the fire district. Vice President Salmon suggested a Board member or the Fire Chief sign the letter. President Burk recommended that if other letters of support go out the Board should be made aware of the letter as to not be surprised if asked by a community member. President Burk reminded the Board that any Board member could individually write a support letter, but if the letter was from the District it should be brought to the Board. Vice President Salmon stated that the line of differentiation is if it encumbers the district in anyway financially.

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Vice President Salmon motioned that the support letter come from the Fire Chief with his signature and for any other future groups that put in for grants as long as it doesn't encumber GVFPD financially or contractually, and the Chief is free to work with his liaisons, draft a letter and send it out, then send it out in a Board Packet and submit in his Chief's Report. Secretary Lindroth seconded. Call for discussion. Director Groeteke questioned the organizational chart stating that it was approved, at a prior Board meeting, that the Alliance was at the same level as the Fire Chief, and that it should be delegated down to the Alliance Coordinator. Vice President Salmon stated that the Chief is the Executive of the Fire Department. President Burk stressed that the Fire Chief is the CEO of the Department, and that the support letter does not mention the Fire Adapted Community Alliance, so the Chief should sign such letter for the District. No further discussion. All in favor. The motion carried.

President Burk stated that he will have questions for Warren every month on the Alliance since it is a new program with volunteers. Currently there are 10 volunteers which is up from last month. Three will be attending a workshop at the end of February and nine will be attending a conference in April. There were no expenditures for the month of January, in February there will be the workshop expenses. President Burk presented that there was confusion with the Fire Chief signing for the Alliance budgeted items. The Board agreed that Warren, as coordinator of the Alliance, should be the one approving expenses for the Alliance. President Burk also brought up the fact that GVFPD Policy was stated as to where to assign the expenses and as of now there are no GVFPD policies related to the Alliance volunteers, no handbook has been completed and there is no insurance on this group, and he wanted to know what policy the Alliance would be following and where he could find that policy. Warren stated that GVFPD has a practice on what is paid for conferences and trainings for members, and since the Alliance doesn't have a policy, that is all he had for now. President Burk reminded the Board and Warren that the Alliance volunteers are not members. He stated that this highlights what he has been trying to get for the past six months from the Alliance. He stated that this is the embodiment of not having done that work, is the Alliance is quoting policies that are not in place. President Burk doesn't have a problem with the money coming out of the budgeted amounts for the Alliance, but the Alliance can't quote a member policy for non-members. Vice President Salmon asked President Burk what he was looking for at this point since the handbook will be provided in March. President Burk again stated that the Alliance can't quote policy that is not in place.

Treasurer Thompson also reminded the Board of the issue with insurance coverage for the Alliance volunteers who are not either the Board, employees, or FF members. As of now, GVFPD can cover the financial part of expenses, but the Alliance volunteers will have to go to the conferences or workshops on their own insurance until further notice. Warren stated that he will advise everyone who is going to the workshop or conference that they have no coverage of insurance through GVFPD. Director Groeteke suggested having a waiver to release GVFPD of any liability that a volunteer may incur while attending a training or conference in addition to a verbal agreement. Secretary Lindroth asked District Administrator Franz to contact legal. President Burk noted that logistic members in the past responded to emergencies and were covered under GVFPD insurance, but the Alliance volunteers are non-emergency support personnel and are not responding to emergencies. Secretary Lindroth would like to put on the agenda for next month the discussion item on GVFPD insurance going out to bid for different policies.

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(Committee Report - continued)

Vice President Salmon motioned to approve both the registration and meal policy for the Alliance based on the precedence set by the current policy for the department, with the expectation of what is coming forward should be no difference unless we receive notice of that. Secretary Lindroth seconded with the addendum of meals being included. Call for discussion, no further discussion. All in favor. The motion carried.

(d) Apparatus Committee - (Ron Lindroth - Liaison) Ron reported that the deposit of \$5k for the engine was received by Chief McNeill of Campobello Fire Department. A list of things that need to be done with the engine prior to us going out there was sent. The tires are being replaced at their cost. He requested a service company review the power plant, drive trane, pump, all valves and equipment for operation as well as all electrical. He stated that that was completed, and he received a report with no deficiencies found. He is waiting for a chemical analysis to verify no contaminates or excessive ware as only a visual inspection was completed. International Service will provide a report on any warranty work or recall work that has been performed on the engine. There was discussion on the power plant in the engine, as it was noted that the Maxxforce powerplant has had problems on its life history and stated that the powerplant is questionable. He has received mixed results from various emergency vehicle inspectors that this is a wise decision to go with this powerplant. He stated that if this engine doesn't have problems now with low mileage, and we put miles on the engine and start having problems would there be a warranty or an extended warranty from international. He also questioned that if we ran into problems, how difficult would the repair be, and would the engine be covered on our insurance if it blew up or is there a replacement powerplant that could be installed. Assistant Chief Henderson added that the state of used fire trucks is dismal right now and fire truck purchases are approximately 48 months out. He stated that the committee is doing their due diligence before they commit to anything, and they will chase down every known problem that they find and provide a reasonable answer to the Board. The committee is willing to pass on the engine if it is too big of a risk for GVFPD. An additional name of an emergency vehicle inspector was given in the Board packet for the Apparatus Committee. The Apparatus Committee will keep the Board advised with emails through the District Administrator Franz.

6. Unfinished Business:

- a. Generator nothing new to report
- b. Non-Emergency Handbook nothing new to report

7. New Business:

Election of officers – 2023 Board Positions are as follows:

Vice President Salmon motioned to have the Board members stay in their current positions. Secretary Lindroth seconded. Call for discussion. Director Groeteke offered to assist for the Secretary position if needed. Secretary position will remain with Secretary Ron Lindroth. Board President is Dave Burk, Vice President is Bill Salmon, Treasurer is David Thompson, and Director is Steve Groeteke. No further discussion. All in favor. The motion carried.

Liaisons will remain the same: Vice President Salmon and Secretary Lindroth are the liaison to Chief Knox, Treasurer Thompson and Director Groeteke are the liaisons to District Administrator Franz, and Vice President Bill Salmon and Director Groeteke are liaisons to the Alliance coordinator, Warren Jones. President Burk entertained a motion to continue liaison positions

(New Business – continued) as presented. Director Groeteke seconded. Call for discussion. No discussion. All in favor. The motion carried.

Committee assignments: President Burk read a letter to the Board pertaining to the 2022 Budget process and stated that he would no longer be on the Budget Committee or Handbook Committee – see attached. The Board members committee assignments are as follows.

Financial Policies Committee - Treasurer Thompson, Director Groeteke - President Burk motioned to approve as presented. Treasurer Thompson accepted the motion. President Burk seconded. Call for discussion. No discussion. All in favor. The motion carried.

Apparatus Committee – Secretary Lindroth – **President Burk entertained a motion to approve** as presented. Vice President Salmon accepted the motion. Director Groeteke seconded. All in favor. The motion carried.

Handbook Committee - Vice President Salmon, Director Groeteke - President Burk motioned to approve as presented. Motion was seconded by Treasurer Thompson. Call for discussion. No discussion. All in favor. The motion carried.

Budget Committee – Treasurer Thompson – Board discussion – tabled – The Capital Reserve and Facilities Reserve will be discussed at a future date

Slash Pile Mitigation – Assistant Henderson gave the history of the slash pile mitigation. He stated that there has been a recent change of events with the State of Colorado and their prescribed fire burn plans, stating the past burn plan had the fire district as the agency administrator even though the slash piles were on the GVM HOA property and Red Feather Highland Maintenance Association property. With the changes, both the GVM HOA and RFH Maintenance Association have assumed the agency administrator responsibility, which reduces the fire districts liability with owning the responsibility. Assistant Chief Henderson requested that the Board make a motion to rescind the moratorium for any agent of GVFPD to be the delegated burn boss and a motion to allow Assistant Chief Henderson, as a nationally certified prescribed fire burn boss, to implement said slash pile burn operations for the 2023 calendar year. He will take action to mitigate said slash piles and then turn over future slash pile mitigation to the FACA committee. The Board discussed further. Assistant Chief Jones stated that the HOA's would be the actual holder of the burn permits and will have to make arrangements to burn the slash piles or find an alternative to their slash pile management.

Vice President Salmon motioned to approve as presented for the 2023 calendar year. President Burk seconded. Call for discussion. No further discussion. All in favor. The motion carried.

10-year Capital Equipment Replacement Plan/20-year Facilities Plan - See documents submitted. Treasurer Thompson reviewed both plans and will bring them to the Board for approval at the March meeting. He is asking for input from Operations and noted that nothing is approved on the plan and each item will have to go to the Board for approval.

GVFPD 2-13-2023 Page 5

8. Public Comment:

Mr. Hudson spoke on behalf of GVM HOA stating that the HOA is interested in getting rid of the generator so they can have more storage room. President Burk asked for this to be put on the March Agenda for further discussion. Chief Knox will include in his March Chief's Report.

9. Directors Comments:

Secretary Lindroth is pleased with the work from the Apparatus Committee and is impressed with the resources that we have in our organization and thanked everyone from the Board to the volunteers.

Vice President Salmon seconded everything that has been said and thanked the Committees for their work and the HOA for getting on board with the CWPP. He thanked the Board for their work and District Administrator Franz. He was encouraged by the public members that attended the Board meeting and thanked them for their attendance. He stated that it was an honor to be here.

Director Groeteke mentioned the great discussion from the Apparatus Committee and thanked them for all the work they are doing, and for being cautious on the engine as they are trying to figure out if it is workable for GVFPD. He thanked Operations for their work.

President Burk thanked everyone and shared his appreciation for their attendance. He wished Mr. Delano well and missed seeing him at the Board meeting.

BOARD ACTIONS TAKEN:

Board Meeting Minutes – January 9th, 2022 – approved
Special Board Meeting Minutes – January 19th - approved
Treasurer's Report – January 2023 – approved
District Administrator Report - approved
Board of Director Support Letter – approved
Polices set of Alliance – approved
Board of Director positions – approved
Board Liaison positions – approved
Board Member Committee Assignments – Financial, Apparatus, Handbook – approved
Board Member Committee Assignment – Budget – tabled
Board Action to lift burn moratorium – approved
Board Action to assign Assistant Chief Henderson as burn boss for 2023 – approved

Adjournment: President Burk entertained a motion to adjourn the meeting at 08:58 PM. Treasurer Thompson accepted the motion. President Burk seconded. Call for any further discussion, no discussion. All in favor. Meeting adjourned.

Respectfully submitted by Cheryl Franz District Administrator

> Next Scheduled Meetings: Monday, March 13th, 2023 Board Meeting 7:00PM - in-person - Station 1

11:59 AM 03/08/23 Accrual Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Balance Sheet

As of February 28, 2023

	Feb 28, 23
ASSETS Current Assets Checking/Savings 106 · Operating Account 116 · Money Market Account	169,975.17 348,189.94
Total Checking/Savings	518,165.11
Other Current Assets 145 · Grants Receivable	7,526.00
Total Other Current Assets	7,526.00
Total Current Assets	525,691.11
Fixed Assets 152 · Building 154 · Fire Fighting Equipment 164 · Trucks 185 · Accumulated Depreciation	304,013.86 189,337.44 733,147.40 -818,041.87
Total Fixed Assets	408,456.83
TOTAL ASSETS	934,147.94
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities 240 · Payroll Liabilities	1,202.56
Total Other Current Liabilities	1,202.56
Total Current Liabilities	1,202.56
Total Liabilities	1,202.56
Equity 300 · Fund Balance 32000 · Retained Earnings Net Income	769,046.23 191,194.18 -27,295.03
Total Equity	932,945.38
TOTAL LIABILITIES & EQUITY	934,147.94

03/08/23 Accrual Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Detail

Ту	pe Da	ate Num	Name	Memo	Split	Amount
Ord	inary Income/Exp	pense				Amount
li	1come					
Deposit	401 · Property 02/10/2		Larimer County Treasury	0 111 -		
000000			Laminer County Treasury	Current Year Tax	106 · Ope	5,470.19
	Total 401 · Prop	erty Taxes				5,470.19
D'	402 · Auto Taxe					
Deposit	02/10/2	023 EFT	Larimer County Treasury	Specific Ownership Tax	106 · Ope	1,852.93
	Total 402 · Auto	Taxes				1,852.93
	403 · Bldg Levy	e e				1,052.95
Deposit	02/10/20		Larimer County Treasury	Bldg Levy (1.15 Mill)	106 · Ope	599.12
	Total 403 · Bldg	Levv			100 Оре	
T	otal Income					599.12
10	otal income					7,922.24
E	cpense					
Check	502 · Accountin 02/21/20		First Bank	E man Business III a service	refressible Code	
			I list bally	Emp Payroll - Intuit	106 · Ope	10.00
	Total 502 · Accou					10.00
Charle	503 · Office PC/I					
Check	02/21/20	2991	First Bank	Paper Usage - HP Inst	106 · Ope	33.17
	Total 503 · Office	PC/Printer Su	pplies			33.17
	505 · Admin - Su	ipplies				00.17
01 1	513 · Telepho	ne Expense				
Check Check	02/07/20 02/21/20		Century Link	Bill date 1/19/23	106 · Ope	200.27
Onook			Century Link	Bill date 2-1-23	106 · Ope	66.11
	Total 513 · Tel	lephone Expens	se			266.38
01 1		Supplies - Oth				
Check Check	02/07/20: 02/07/20:	200000000000000000000000000000000000000	Special District Association of C	Annual Renewal	106 · Ope	471.04
Check	02/21/202		Personnel Concepts First Bank	2023 Compliance labo	106 · Ope	19.70
	Total 505 . Adv			Stamps x2/Website/G	106 Ope	210.19
	Total 505 · Adr		- Otner			700.93
	Total 505 · Admin	- Supplies				967.31
	509 · Bldg Interes	st				
General J	our 02/16/202	23 111		remianing amount on	235 · Buil	77.84
85	Total 509 · Bldg In	nterest			-	77.84
8	510 · LCT Fees					77.04
Deposit	02/10/202	23 EFT	Larimer County Treasury	Current Year Fees	106 · Ope	121.40
87	Total 510 · LCT F∈	ees			. ос оро	
						121.40
Paycheck	520 · Payroll Tax 02/28/202	2993	Cheryl A Franz			
Paycheck	02/28/202		Cheryl A Franz		106 · Ope	0.00
Paycheck	02/28/202		Cheryl A Franz		106 · Ope 106 · Ope	117.30 27.43
Paycheck			Cheryl A Franz		106 · Ope	0.00
Paycheck	02/28/202		Edwin V Sather Jr.		106 · Ope	0.00
Paycheck Paycheck	02/28/202		Edwin V Sather Jr.		106 · Ope	37.85
Paycheck	02/28/202 02/28/202	- 707 15	Edwin V Sather Jr.		106 · Ope	8.86
5			Edwin V Sather Jr.		106 · Ope	0.00
1	otal 520 · Payroll	I ax Expense				191.44
	25 · Payroll and I					
Paycheck	02/28/2023		Cheryl A Franz		106 · Ope	1,892.00
Paycheck	02/28/2023	3 2994	Edwin V Sather Jr.		106 · Ope	610.50
						1400 1000 1000 1000

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Detail

Ту	/pe	Date	Num	Name	Memo	Split	Amount
	Total 5	25 · Payroll and	Benefits				2,502.50
Check	528 · E	lection Costs 02/07/2023	2982	North Forty News	BOD Election - Public	106 · Ope	150.00
	Total 52	28 · Election Co	sts				150.00
Check Check	531 · B	ldg Maintenand 02/15/2023 02/15/2023	2985 2986	ir Robert's Electrical Services LLC Robert's Electrical Services LLC	Remove electrical fro Final pmt for upgrade t	106 · Ope 106 · Ope	270.00 5,411.84
	Total 53	31 · Bldg Mainte	nance / R	epair			5,681.84
Check Check	600 · St 636	tations · Utilities-Election 02/02/2023 02/02/2023	ric EFT EFT	Poudre Valley REA Poudre Valley REA	Bill Date 1/17/2023 Bill date 1/17/23	106 · Ope 106 · Ope	185.94 29.00
	Tota	l 636 · Utilities-E	Electric			•	214.94
	Total 60	00 · Stations					214.94
Check Check		re Fighting Sup FF Station Sup 02/09/2023 02/21/2023		Interstate Batteries First Bank	C Batteries - 10pkgs Fire Station Supplies	106 · Ope 106 · Ope	124.50 88.40
	Total	605 · FF Statio	n Supplie	s		755 575	212.90
Check	607 ·	Personal Proto 02/21/2023	ection Ec 2991	ıuip First Bank	Night Glow Sticks - C	106 · Ope	115.96
	Total	607 · Personal	Protection	n Equip		nee e.e.	115.96
	Total 60	1 · Fire Fighting	Supplies				328.86
Check		FF Training 02/07/2023	2980	FACO	OPS Training - Apr 12	106 · Ope	275.00
	Total	652 · FF Trainir	ng			,	275.00
		0 · Training					275.00
Check		hicles Fuel Expense 02/21/2023	2992	Glacier View Road & Recreation	Fuel Bill Date 2-11-2023	106 · Ope	320.55
	Total	662 · Fuel Expe	ense				320.55
	Total 660	0 · Vehicles				-	320.55
Check		paratus Prucha 02/21/2023	ase 2991	First Bank	USPS - Cert Deposit	106 · Ope	4.78
	Total 665	5 · Apparatus Pr	uchase				4.78
Check Check Check Check Check	717 -	iance - Wildfire Training/Confe 02/07/2023 02/15/2023 02/21/2023 02/21/2023 02/21/2023		FACO FACO Diana Reeves - FACA Expense Tom Hausfeld - FACA Expense Sue Hewitt - FACA Expense	FACA Training - Apr 1 Alliance Training - 2/2 FACA Expense - Conf FACA Expense - Conf FACA Expense - Conf	106 · Ope 106 · Ope 106 · Ope 106 · Ope 106 · Ope	2,475.00 120.00 192.55 192.55 192.55
	Total	717 · Training/C	onference	е			3,172.65
	Total 710	· Alliance - Wile	dfire Prote	ection		_	3,172.65
То	tal Expens	se				-	14,052.28
Net O	ordinary In	come					-6,130.04

11:58 AM

03/08/23

Accrual Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Detail

Туре	Date	Num	Name	Memo	Split	Amount
Other Incom Other Inc 441 · I Deposit		ome		Interest	116 · Mon	138.27
Total 4	41 · MM interest	income			92.02.500	138.27
Total Other	er Income					138.27
Other Exp 750 · E General Jour	epreciation Ex	oense 112		Depreciated Expense	185 · Acc	
Total 7	50 · Depreciation	Expense		Doprociated Expense	105 · ACC	5,367.35
	er Expense					5,367.35
Net Other Inc						5,367.35
	one					-5,229.08
Net Income						-11,359.12

11:58 AM 03/08/23 Accrual Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Check Over \$1000

Date	Num	Name	Amount
Feb 23 02/07/2023 02/15/2023 02/28/2023	2980 2986 2993	FACO Robert's Electrical Services Cheryl A Franz	-2,750.00 -5,411.84 -1,631.27
Feb 23		90000	-9,793.11

12:00 PM

03/08/23

GLACIER VIEW FIRE PROTECTION DISTRICT First Bank - Visa

Туре	Date	Num	Memo	Account	Clr	Split	Amount
First Bank		Margaria.				-	- Tanount
Check Check Check Check Check Check Check	02/21/2023 02/21/2023 02/21/2023 02/21/2023 02/21/2023 02/21/2023 02/21/2023	2991 2991 2991 2991 2991 2991 2991	Stmt Date Ja Night Glow St Fire Station S USPS - Cert Paper Usage Stamps x2/W Emp Payroll	106 · Operating Acc 607 · Personal Prot 605 · FF Station Su 665 · Apparatus Pru 503 · Office PC/Prin 505 · Admin - Suppli 502 · Accounting		-SPLIT- 106 · Operatin 106 · Operatin 106 · Operatin 106 · Operatin 106 · Operatin	-462.50 115.96 88.40 4.78 33.17 210.19 10.00

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual Monthly Budget

	Feb 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				- N OI Dauget
Income				
401 · Property Taxes 402 · Auto Taxes	5,470.19	5,470.00	0.19	100.0%
403 · Bldg Levy	1,852.93	1,853.00	-0.07	100.0%
415 · Contract & Agreements	599.12 0.00	599.00	0.12	100.0%
420 · Donations	0.00	0.00 0.00	0.00 0.00	0.0%
421 · Fund Raising	0.00	0.00	0.00	0.0% 0.0%
422 · Equipment Grant	0.00	0.00	0.00	0.0%
425 · Firewise Donations 430 · Equipment / Land Sales	0.00	0.00	0.00	0.0%
440 · Interest Income	0.00	0.00	0.00	0.0%
450 · Miscellaneous/Reimb Income	0.00 0.00	0.00 0.00	0.00 0.00	0.0% 0.0%
Total Income	7,922.24	7,922.00	0.24	100.0%
Expense		,,	0.24	100.0%
502 · Accounting	10.00	10.00	0.00	100.00/
503 · Office PC/Printer Supplies 505 · Admin - Supplies	33.17	33.00	0.17	100.0% 100.5%
513 · Telephone Expense	266.38	200.00	-	
505 · Admin - Supplies - Other	700.93	266.00 701.00	0.38 -0.07	100.1% 100.0%
Total 505 · Admin - Supplies	967.31	967.00	0.31	100.0%
506 · FF Administration	0.00	0.00	0.00	0.0%
509 · Bldg Interest	77.84	5.55	0.00	0.0%
510 · LCT Fees 515 · General Insurance	121.40	121.00	0.40	100.3%
516 · Pinnacol Insurance - Expense	0.00	0.00	0.00	0.0%
517 · Firewise Expense	0.00 0.00	0.00 0.00	0.00 0.00	0.0%
520 · Payroll Tax Expense	191.44			0.0%
522 · FF/EMS Reimbursement	0.00	191.00 0.00	0.44	100.2%
525 · Payroll and Benefits	2,502.50	2,503.00	0.00 -0.50	0.0%
526 · Legal Expense	0.00	0.00	0.00	100.0% 0.0%
527 · Newsletter	0.00	0.00	0.00	0.0%
528 · Election Costs 530 · Appreciation	150.00	150.00	0.00	100.0%
531 · Bldg Maintenance / Repair	0.00 5,681.84	0.00	0.00	0.0%
540 · Communications	0.00	5,682.00 0.00	-0.16 0.00	100.0%
570 · EMS Supplies	0.00	0.00	0.00	0.0% 0.0%
600 · Stations				0.070
636 · Utilities-Electric 637 · Utilities - Propane	214.94	215.00	-0.06	100.0%
	0.00	0.00	0.00	0.0%
Total 600 · Stations	214.94	215.00	-0.06	100.0%
601 · Fire Fighting Supplies 605 · FF Station Supplies	040.00	72/20 STS		
606 · Wildland Gear	212.90 0.00	213.00	-0.10	100.0%
607 · Personal Protection Equip	115.96	0.00 116.00	0.00 -0.04	0.0% 100.0%
Total 601 · Fire Fighting Supplies	328.86	329.00	-0.14	100.0%
626 · FF - Wildland Fire Expense	0.00	0.00	0.00	0.0%
630 · Pension Trust Expense	0.00	0.00	0.00	0.0%
631 · Pension Contribution	0.00	0.00	0.00	0.0%
650 · Training 651 · EMS Training	0.00			unesti 2. Tiri Titti
652 · FF Training	0.00 275.00	0.00	0.00	0.0%
654 · Admin Staff & Board Training	0.00	275.00 0.00	0.00 0.00	100.0%
Total 650 · Training		-		0.0%
September II Septem Storm to	275.00	275.00	0.00	100.0%
660 · Vehicles 662 · Fuel Expense	320 55	224.00	W 15	graph (praint)
669 · R&M 1992 Int'l Tender 1	320.55 0.00	321.00 0.00	-0.45	99.9%
	0.00	0.00	0.00	0.0%

11:49 AM 03/08/23 Accrual Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Budget vs. Actual Monthly Budget

	Feb 23	Budget	\$ Over Budget	% of Budget
660 · Vehicles - Other	0.00	0.00	0.00	0.0%
Total 660 · Vehicles	320.55	321.00	-0.45	99.9%
665 · Apparatus Pruchase 699 · Equipment Expense	4.78			
698 · Equipment Purchase	0.00	5.00	-5.00	0.0%
Total 699 · Equipment Expense	0.00	5.00	-5.00	0.0%
710 · Alliance - Wildfire Protection				
711 · Clothing/Support/PPE	0.00	0.00	0.00	0.0%
712 · Educational Materials	0.00	0.00	0.00	0.0%
713 · Firewise Event	0.00	0.00	0.00	0.0%
714 · Grant Match	0.00	0.00	0.00	0.0%
715 · Newsletter	0.00	0.00	0.00	0.0%
717 · Training/Conference	3,172.65	3,173.00	-0.35	100.0%
Total 710 · Alliance - Wildfire Protection	3,172.65	3,173.00	-0.35	100.0%
Total Expense	14,052.28	13,975.00	77.28	100.6%
Net Ordinary Income	-6,130.04	-6,053.00	-77.04	101.3%
Other Income/Expense Other Income				
441 · MM interest income	138.27			
Total Other Income	138.27			
Other Expense				
750 · Depreciation Expense	5,367.35			
Total Other Expense	5,367.35			
Net Other Income	-5,229.08			
Net Income	-11,359.12	-6,053.00	-5,306.12	187.7%

11:53 AM 03/08/23 Cash Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Budget Overview vs Actual +/- Year to Date

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income 401 · Property Taxes	F 470 10	200 700 00		
402 · Auto Taxes	5,470.19 3,566.76	296,702.00 15,000.00	-291,231.81	1.8%
403 · Bldg Levy	599.12	32,496.00	-11,433.24 -31,896.88	23.8%
415 · Contract & Agreements	460.80	500.00	-39.20	1.8% 92.2%
420 · Donations	6,816.09	3,000.00	3,816.09	227.2%
421 · Fund Raising 422 · Equipment Grant	0.00	1,000.00	-1,000.00	0.0%
425 · Firewise Donations	0.00	6,000.00	-6,000.00	0.0%
430 · Equipment / Land Sales	0.00 0.00	500.00	-500.00	0.0%
440 · Interest Income	0.00	0.00 400.00	0.00 -400.00	0.0%
450 · Miscellaneous/Reimb Income	0.00	500.00	-500.00	0.0% 0.0%
Total Income	16,912.96	356,098.00	-339,185.04	4.7%
Expense				
502 · Accounting	42.99	3,500.00	-3,457.01	1.2%
503 · Office PC/Printer Supplies	830.88	2,900.00	-2,069.12	28.7%
505 · Admin - Supplies 513 · Telephone Expense	500 (7	2 2		
505 · Admin - Supplies - Other	530.47 819.65	3,200.00 2,500.00	-2,669.53 -1,680.35	16.6% 32.8%
Total 505 · Admin - Supplies	1,350.12	5,700.00	-4,349.88	23.7%
506 · FF Administration	0.00	4,000.00	-4,000.00	0.0%
509 · Bldg Interest	77.84	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,000.00	0.0%
510 · LCT Fees 515 · General Insurance	121.40	7,000.00	-6,878.60	1.7%
516 · Pinnacol Insurance - Expense	0.00	14,400.00	-14,400.00	0.0%
517 · Firewise Expense	0.00 0.00	3,000.00 4,000.00	-3,000.00	0.0%
	0.00	4,000.00	-4,000.00	0.0%
520 · Payroll Tax Expense 522 · FF/EMS Reimbursement	414.56	2,678.00	-2,263.44	15.5%
525 · Payroll and Benefits	3,710.00 5,419.04	20,000.00	-16,290.00	18.6%
526 · Legal Expense	0.00	35,000.00 3,000.00	-29,580.96	15.5%
527 · Newsletter	0.00	3,000.00	-3,000.00 -3,000.00	0.0% 0.0%
528 · Election Costs	150.00	1,000.00	-850.00	15.0%
530 · Appreciation 531 · Bldg Maintenance / Repair	0.00	4,000.00	-4,000.00	0.0%
540 · Communications	5,981.84	10,000.00	-4,018.16	59.8%
570 · EMS Supplies	0.00 0.00	4,000.00 2,500.00	-4,000.00	0.0%
600 · Stations	0.00	2,300.00	-2,500.00	0.0%
636 · Utilities-Electric	428.64	2,579.00	-2.150.36	16.6%
637 · Utilities - Propane	0.00	8,681.00	-8,681.00	0.0%
Total 600 · Stations	428.64	11,260.00	-10,831.36	3.8%
601 · Fire Fighting Supplies				
605 · FF Station Supplies 606 · Wildland Gear	766.17	3,000.00	-2,233.83	25.5%
607 · Personal Protection Equip	0.00	8,000.00	-8,000.00	0.0%
S 55	185.96	8,000.00	-7,814.04	2.3%
Total 601 · Fire Fighting Supplies	952.13	19,000.00	-18,047.87	5.0%
626 · FF - Wildland Fire Expense 630 · Pension Trust Expense	103.02	10,000.00	-9,896.98	1.0%
631 · Pension Contribution	0.00 0.00	1,500.00 5,900.00	-1,500.00	0.0%
650 · Training	0.00	5,900.00	-5,900.00	0.0%
651 · EMS Training	0.00	3,500.00	-3,500.00	0.0%
652 · FF Training	275.00	3,500.00	-3,225.00	7.9%
654 · Admin Staff & Board Training	0.00	1,000.00	-1,000.00	0.0%
Total 650 · Training	275.00	8,000.00	-7,725.00	3.4%
660 · Vehicles				
662 · Fuel Expense	494.73	5,000.00	-4,505.27	9.9%
668 · R&M 1995 Pierce International 669 · R&M 1992 Int'l Tender 1	5,229.68	F 002 22		
100 TOM 1002 HELL TELIQUET I	0.00	5,230.00	-5,230.00	0.0%

11:53 AM 03/08/23 Cash Basis

GLACIER VIEW FIRE PROTECTION DISTRICT Profit & Loss Budget Overview vs Actual +/- Year to Date

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
660 · Vehicles - Other	0.00	8,770.00	-8,770.00	0.0%
Total 660 · Vehicles	5,724.41	19,000.00	-13,275.59	30.1%
665 · Apparatus Pruchase 699 · Equipment Expense	5,004.78			
698 · Equipment Purchase	0.00	15,000.00	-15,000.00	0.0%
Total 699 · Equipment Expense	0.00	15,000.00	-15,000.00	0.0%
710 · Alliance - Wildfire Protection 711 · Clothing/Support/PPE 712 · Educational Materials 713 · Firewise Event 714 · Grant Match 715 · Newsletter 717 · Training/Conference Total 710 · Alliance - Wildfire Protection	0.00 0.00 0.00 0.00 0.00 0.00 3,172.65	2,500.00 500.00 500.00 10,000.00 3,000.00 4,000.00	-2,500.00 -500.00 -500.00 -10,000.00 -3,000.00 -827.35 -17,327.35	0.0% 0.0% 0.0% 0.0% 0.0% 79.3%
Total Expense	33,759.30	239,838.00	-206,078.70	14.1%
Net Ordinary Income	-16,846.34	116,260.00	-133,106.34	-14.5%
Other Income/Expense Other Income 441 · MM interest income	286.01			
Total Other Income	286.01			
Other Expense 750 · Depreciation Expense	10,734.70			
Total Other Expense	10,734.70			
Net Other Income	-10,448.69			
Net Income	-27,295.03	116,260.00	-143,555.03	-23.5%

Register: 116 · Money Market Account From 01/01/2023 through 03/08/2023 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/12/2023 02/10/2023			441 · MM interest inco 441 · MM interest inco			X X	147.74 138.27	348,051.67 348,189.94

To: Glacier View Fire District Board Members

March 2023 Chief Report

- GVFD ran 6 calls in February. 3 Medicals, a car fire, a fire alarm and a Mutual aid for a Livermore grass fire.
- We applied for the grant through the State DFPC for approximately \$4400, it pays 100% as a reimbursement. We applied for low angle rescue equipment. Andy and Cheryl were only able to request the low angle rescue equipment due to the paperwork only allowing them to enter 1 thing to request. We should be notified if we receive the funds from the grant by the end of March.
- The 4 gas monitor, rescue rope and the thermal infrared camera are going to be requested for
 on a Larimer County 50% match grant. Total cost will be \$2965, our part will be \$1483 plus any
 shipping. I would like to ask the board to approve with going forward on applying for the
 Larimer County grant. We have the funds in the Ops budget for it.
- We have received a new Mutual Aid agreement from Larimer County Emergency Management to sign. It is their agreement that all of the paid and volunteer departments working in Larimer County will need to sign with them for mutual aid. I have included it for your review, and ask for approval to sign and return to them.
- The NW Chiefs (Livermore FD, Poudre Canyon FD, Crystal FD, Red Feather FD and GVFD) have put together a mutual aid agreement for the 5 departments so we have something in writing between the local volunteer departments. Cheryl and I looked, and we could not find a formal mutual aid agreement with neighbor departments since 2014. NW Chiefs would like to have all of the departments sign this agreement as a formal mutual agreement between the local departments. I have included the agreement for the board's review, and would like to ask for approval to sign this agreement.
- We are setting up a meeting between PFA Chief Bergstrom, our PFA liaison and the NW Chiefs to discuss NLCERA. We are trying to find a date this month that most department Chief's can make, I will update you of the results after the meeting.
- We would like to sell the JCB Skid loader and implements due to lack of use/need for it. Cheryl and I checked, and we do not have anything in the grant that it was bought on preventing us from selling it. Chris Serafin researched price on it, and it is worth \$45,000 without implements. Bucket is worth \$1200, Grapple is worth \$1800 and the blade is worth \$2600. I am asking for approval from the board to sell the skid loader. I will ask \$45,000 and not go any lower than \$40,000 for the skid loader only. Implements can be sold at their additional price shown above. There already is interest from outside parties for the equipment, Ron's equipment offered

\$40,000 for it when Chris was researching price. I would like to ask that the funds from the sale go into the Capital Replacement plan for the Apparatus purchase this year.

First quarter projects that we are working on include:

ESO training and data transfer from ER – Training should start April. Data transfer is still in process. Bridget is working with ESO on the switch.

Finalize the support group hand book – I have sent 2 versions of the handbook to the Handbook members for review and to make changes. We will have a meeting Mid-March to hopefully finalize a handbook to bring to the board for approval.

Recruitment for firefighters and support group members – Working on a flyer and advertisement. We will hold a recruitment day during an upcoming training.

Purchase a stretcher for Rescue 3-100% funded grant will be applied for mid-March.

Respectfully submitted,

Dan Knox,

GVFD Chief

INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AND MUTUAL AID BETWEEN THE NORTHWEST LARIMER COUNTY FIRE AGENCIES

This Intergovernmental Agreement for Automatic and Mutual Aid ("Agreement") is made and entered into on the __day of __, 20__, by and between the Livermore Fire protection District ("Livermore"), Glacier View Fire Protection District ("Glacier View"), Red Feather Lakes Fire Protection District ("Red Feather"), Crystal Lakes Fire Protection District ("Crystal Lakes") and the Poudre Canyon Fire Protection District ("Poudre Canyon"), referred to jointly as the "Parties" and individually as a "Party".

RECITALS

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

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

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

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

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

AGREEMENT

1. **Definitions**

- a. "Answering Party". The Party (or Parties) responding to a request for mutual aid within the boundaries of the other Party.
 - b. "Requesting Party". The Party requesting mutual aid under this Agreement.
 - c. "Fire Chief". The Fire Chief of a Party or his/her designated representative.

d. "*Emergency Incident*". Structure fires, motor vehicle accidents, plane crashes, and other serious or life-threatening calls for service. The specific type of Emergency Incidents covered by Automatic Aid pursuant to Section 3 are set forth in *Exhibits B and C*.

2. Mutual Aid

- a. Subject to the limitations stated in this Agreement, at the request of a Requesting Party, the Answering Party(ies) shall provide aid and assistance to the Requesting Party by causing and permitting its equipment and/or personnel to be used in responding to an Emergency Incident within the Requesting Parties' jurisdictional boundaries. Notwithstanding anything in this Agreement to the contrary, the Answering Party(ies) shall be excused from making its equipment and/or personnel available to the Requesting Party if the Answering Party(ies) determines, in its sole discretion, that such equipment and/or personnel: (i) are needed within the Answering Party(ies) service area; (ii) are not available due to their prior use at another location; or (iii) are not available due to equipment mechanical breakdown or otherwise. The Answering Party(ies)shall have sole discretion in determining whether any personnel and/or equipment shall be provided to the Requesting Party, and, if so, the specific personnel and/or equipment that will be provided.
- b. A request for mutual aid from the Requesting Party shall include a statement of the amount and type of equipment and/or personnel requested, and shall specify the location to which the equipment and/or personnel are to be dispatched; provided, however, that the actual amount and type of equipment and number of personnel furnished, if any, shall be determined by the Answering Party(ies) in its sole discretion pursuant to Sections 2(a) and 2(b) above.
- c. The Answering Party(ies) shall be released by the Requesting Party at the earlier of: (i) when the Answering Party's(ies') equipment and/or personnel are no longer required; or (ii) when the Answering Party's(ies') equipment and/or personnel are needed within the Answering Party's service area.
- d. Each Party shall maintain its equipment and organize its emergency response procedures for personnel and equipment to the degree necessary to cope with the ordinary and routine Emergency Incidents arising within its service area. Neither Party shall be expected to respond to Emergency Incidents by the other Party when the Emergency Incident arises due to the other Party's failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the ordinary and routine Emergency Incidents arising within its service area.

 3.

Automatic Aid

a. The Fire Chiefs of any two or more Parties may mutually agree to create or design automatic aid areas, incidents, or other agreements. Such agreements shall follow the provisions contained in this Agreement provided that such agreement is (i) in writing, (ii) signed by the responsible Fire Chiefs, and (iii) attached to this Agreement. An Automatic Aid Agreement may be between two or more of the Parties to this Agreement and not necessarily between all Parties signatory to this Agreement.

4. Incident Command

- a. The Party with the first arriving unit to any Emergency Incident shall establish an incident command structure, including designation of an Incident Commander, which is consistent with Standard Operating Guidelines of a nationally accepted Incident Management System ("Command Structure"). All responding personnel will operate under the Command Structure and perform all required duties in assigned groups and/or divisions.
- b. If it becomes necessary for a Party to transfer control of an Emergency Incident to the other Party, command shall be transferred to the other Party's senior officer at the Emergency Incident. Each Party shall be responsible for completion of the reporting process in accordance with that Party's Standard Operating Guidelines or applicable policies or procedures.
- 5. <u>Procedures and Protocols</u>. Each Fire Chief may establish procedures and protocols for the carrying out of this Agreement; however, no such procedure or protocol shall be contrary to the terms of this Agreement.
- 6. <u>Radio Communications</u>. Each Party operates on a radio system with compatible radio channels. The radio channel for any Emergency Incident will be based upon the location of the Emergency Incident and the type of incident. The Parties will follow established radio protocols.
- Party's jurisdiction included in this Agreement become a burden, or if there is any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, the Parties agree to discuss, in good faith, amendments to this Agreement and/or other possible resolutions. Accordingly, the Parties will first elevate the disputed issues to senior administration, the respective Fire Chiefs, and if the matters are not resolved, the Parties may then engage in mediation or other non-binding dispute resolution methods. The Parties agree to equally share the costs associated with such mediation or other non-binding dispute resolution method, except that each Party shall be solely responsible for its own attorneys' fees, costs, and expenses.
- 8. <u>Term and Termination</u>. This Agreement shall be valid from the date the last Party signs this Agreement until December 31, 2023. Thereafter, this Agreement shall automatically renew for successive one-year terms. Either Party may terminate this Agreement for any or no reason upon thirty (30) calendar days prior written notice to the other Party.

9. <u>Prior Intergovernmental Agreement for Automatic and Mutual Aid Terminated.</u>
This Agreement supersedes and replaces any existing Intergovernmental Agreement for Mutual Aid between the Parties, which is terminated for all purposes as of the effective date of this Agreement.

10. General Provisions.

- a. Each Party waives all claims and causes of action against the other Party for compensation, loss, damages, personal injury, or death occurring as direct or indirect a consequence of performing this Agreement.
- b. The equipment and personnel of the Answering Party, while engaged in performing any service, activity, or undertaking under the provisions of this Agreement, shall have and retain all rights, privileges, and immunities, and shall be deemed to be engaged in the service under the direction and employment, of the Answering Party, notwithstanding that the Emergency Services are being performed for the Requesting Party in accordance with this Agreement.
- c. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any performance under this Agreement is intended to be, and shall not be construed as, a "temporary assignment" of either Party's personnel and equipment to the other Party. Accordingly, the provisions of C.R.S. § 29-5-103 through C.R.S. § 29-5-110 do not apply to this Agreement.
- d. This Agreement provides for the Parties' joint exercise of their Emergency Services functions; however, it does not establish a separate legal entity to do so. Further, neither Party is an agent of the other Party for any purpose whatsoever. This Agreement provides only for the sharing of in-kind Emergency Services and costs by the Parties toward the accomplishment of a common goal.
- e. Enforcement of this Agreement, and all rights of action to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any third party. It is the express intention of the Parties that any third-party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- f. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their directors, officers, employees, and volunteers under federal and state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, C.R.S., et seq.
- g. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this

Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party.

- h. Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from the other Party. Notwithstanding the forgoing, each Party may, to the extent authorized by law, recover costs from third parties for all Emergency Services provided.
- i. Colorado law governs this Agreement. Except for the Larimer County Mutual Aid Agreement, which remains in full force and effect, this Agreement is the entire agreement between the Parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties. In any civil action arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11. Survivability

- a. In the case of one or more Parties removing themselves from this agreement, it will remain in effect for the remaining parties.
- b. This Agreement does not expire until all affected Parties terminate it.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the Parties have entered into this Agreement.

Livermore Fire Protection District

Ву:	Title:
ATTEST:	
By:	
Glacier View Volunteer Fire Protection Dis	strict
By:	Title:
ATTEST:	
By:	
Red Feather Lakes Fire Protection District	
Ву:	_Title:
ATTEST:	
By:	
Crystal Lakes Fire Protection District	
By:	Title
ATTEST:	Title
By:	
Poudre Canyon Fire Protection District	
-	
By:	Title
ATTEST:	
DV	
BY Livermore FPD - Intergovernmental Agreement (IGA) for Automatic and Mut-	ual Aid

AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY FUNDING ASSISTANCE

This Agreement is made by and among the governmental entities and emergency management services and partners who are signatories hereto, all being entities lying within or in close proximity to northern Colorado and having a role in preparing for, responding to, and/or recovering from disasters and emergencies, and each a Party (referred to herein as the "Party" or the "Parties").

I. Purpose

Each Party has equipment and personnel trained and equipped to respond to situations involving an emergency. By this Agreement, the Parties intend to authorize and provide the terms for their mutual assistance in emergency situations, whether natural or man-made, which require resources in addition to those that can be provided by the Party in whose jurisdiction the emergency occurs. This Agreement is intended to allow for mutual aid between the Parties whenever there is an urgent or potentially significant situation that threatens the general welfare and good order of the public, public health, public safety, or property, including but not limited to "Disasters", "State of Emergency", or "Local Emergency" as those terms are defined in Title 24, Article 33.5, Part 7, Colorado Revised Statutes. As of the date each party becomes a signatory to this Agreement, it shall then supersede and replace the following mutual aid agreements: Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance; Mutual Aid Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Funding Assistance.

II. Authority

The authority for this Agreement is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, *et seq.*, C.R.S., as amended.

III. Term

This Agreement shall commence on the date that it is signed by at least two Parties and shall continue until such time as there are no longer at least two Parties to the Agreement. A Party may terminate its participation in this Agreement as set forth in Section XI, below.

IV. Request for Assistance and Mutual Aid

- **a.** In the event any Party determines a need for aid from any other Party in light of an emergency or disaster, such Party may request aid from any other Party as follows:
 - i. A request for assistance may be for any type of assistance or aid that the Requesting Party (Requesting Party) may deem necessary to respond to an emergency or disaster situation within its jurisdiction.

ii. A Requesting Party's request for aid will be made through its Emergency Operations Center (EOC) or emergency management staff to the EOC or emergency management staff of any other Party. Any request for mutual aid or assistance shall include a statement of the nature and complexity of the subject need, the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.

V. Response to Request for Assistance and Mutual Aid

- **a.** Upon receipt of a request for assistance, any other Party (Responding Party) may, in its sole discretion, provide personnel, equipment, or other assistance to the Requesting Party.
- **b.** Any Responding Party reserves the right to recall its personnel, equipment, materials, supplies and other resources at any time and will, if practicable, give the Requesting Party at least twenty-four (24) hours advance notice.

VI. Command & Control

- **a.** It is the intent and Agreement of the Parties that the command structure and exchange of mutual aid provided for in this Agreement conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- **b.** Parties responding with available resources and personnel will confer with the Requesting Party's EOC and report to the staging area designated by the Requesting Party. The Responding and Requesting Parties' EOCs will track the status of the appropriate resources accordingly in WebEOC.

VII. Release of Resources

Personnel and equipment of a Responding Party shall be released by the Requesting Party's Incident Commander when the assistance is no longer required; or when the Responding Party requests the return of such resources. The release of all resources shall be communicated and documented through the appropriate EOC and resource management system.

VIII. Reimbursement and Compensation

- a. <u>First Twelve Hours of Response</u>. Unless otherwise agreed in advance by the involved Parties, each Party will assume responsibility for its own expenses, including without limitation personnel and equipment costs, related to the provision of mutual aid during the first twelve (12) hours of the first operational period (Non-Reimbursable Costs). The first operational period is measured from the time of the initial dispatch, tone, or report of an incident to a response agency.
- **b.** After the First Twelve Hours of Response. Unless otherwise agreed in advance by the involved Parties, after the first twelve hours of the first operational period, the Requesting Party shall reimburse the Responding Party for the following costs associated with the response (Reimbursable Costs):
 - i. <u>Personnel Costs</u>. Personnel costs, including salaries, hourly wages, overtime, and costs of fringe benefits.

- ii. Equipment. An amount for the use of the Responding Party's equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA), www.fema.gov/xls/government/grant/pa/egsch.xls. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be as agreed upon by the involved Parties and based on actual recovery of costs.
- iii. Materials and Supplies. The actual replacement cost or replacement in kind of the expended or non-returnable materials and supplies provided by the Responding Party, plus handling charges. The Responding Party shall not charge the Requesting Party for materials, supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- **c.** <u>Tracking Reimbursable Costs.</u> Tracking of personnel time, work/rest, and equipment costs shall be the responsibility of the Requesting Party. The Responding Party will be responsible for invoicing the Requesting Party after demobilization as per any financial agreement by both parties.
- d. Reimbursement. The reimbursement of any Responding Party is not contingent on the Requesting Party's eligibility for or receipt of reimbursement from any federal or state agency. The Parties acknowledge that a Requesting Party will pursue all legal reimbursement available for costs associated with emergency and disaster response and recovery, including Reimbursable Costs incurred by Responding Parties. The Parties agree to cooperate with any Requesting Party as may be necessary to establish the necessity of the aid provided, and its reasonableness in light of the emergency situation. Parties involved in this Agreement shall, upon request of resources, determine financial terms and limitations through a separate document or through a pre-existing process outlined by the Emergency Management Agency or the Emergency Operations Center. This is typically done through a Request for Assistance Form or a 213RR Form, but may involve any written financial process used by the Requesting Party.

In addition, this Agreement shall not be construed as to limit or waive reasonable compensation or reimbursement for costs incurred under this Agreement that may be eligible for reimbursement by local, state or federal agencies or any other third parties.

<u>Payment</u>. Within ninety (90) days from the end of the period of assistance, a Responding Party shall provide the Requesting Party with an invoice that itemizes all Reimbursable Costs. The Requesting Party must pay the invoice in full on or before the forty-fifth (45th) day following the billing date. Any amounts unpaid on the forty-sixth (46th) day following the billing date will be delinquent, and from that date forward will accrue interest at 2% per annum plus the bank prime loan rate in effect on the first date of delinquency, as reported in the Federal Reserve Statistical Release H.15, www.federalreserve.gov/releases/H15/update/.

Delinquent interest will be computed on an actual days/actual days basis. Upon agreement of the involved Parties, the payment deadlines may be extended if reimbursement from state or federal sources is pending and likely to occur.

e. <u>Financial Obligations</u>. Pursuant to Colorado law, any financial obligations of a governmental entity under this Agreement, are subject to and contingent upon annual appropriation therefore.

IX. Additional Responsibilities

- a. Agency Policy and Procedures. Each Party's personnel are responsible for following their agency's administrative policies and procedures. The parties hereto enter into this Agreement as separate and independent entities and each shall maintain that status through the term of this Agreement. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation benefits for its own personnel.
- b. Compliance with All Applicable Laws. Each Party shall be responsible at all times for compliance with all laws and regulations applicable to each of its actions hereunder. Each Party must, upon request by another involved Party, make available on a reasonable basis such information as may be required to ensure or show compliance with local, state and federal laws.
- c. Provisions for Responding Personnel. Within the written request for resources, the Agreement shall outline provisions required for personnel and equipment, including temporary housing, food and supplies necessary to perform the functions required. This may be outlined in the request as a need by the Requesting Party or as a need from the Responding Party. This should be outlined prior to any deployment of resources. If the Requesting Party cannot provide food or shelter for the said personnel, the Responding Party may secure the resources necessary to meet those needs and shall be entitled to reimbursement from the Requesting Party for such cost, not to exceed the state per diem rates.
- d. Nondiscrimination. No person with responsibilities in providing services or the operation of any activities under this Agreement will unlawfully discriminate against persons being assisted or requesting assistance on the basis of race, color, national origin, age, sex, religion, handicap, political affiliation or beliefs, or any other unlawful basis.

X. Disaster Planning and Interagency Cooperation

- **a.** In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this Agreement, the Parties agree to do the following:
 - i. Prepare and keep current emergency planning documents, including jurisdictional or agency disaster response plans and recovery plans. The Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
 - ii. To the extent possible, participate in the county emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency

Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.

iii. To the extent possible, provide a liaison to the county EOC during incidents that affect two or more Parties within the county to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the Parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

XI. Termination

Any Party may terminate its participation in this Agreement without cause, and such termination will be effective on the date written notice is sent to the governing board of each Party. Termination will not negate any obligations that result from mutual aid provided or received prior to termination, including pending claims for reimbursement provided under this Agreement.

XII. Non-Liability

This Agreement shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any benefits or protections that may be available to any Party by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as the same may be amended from time to time.

XIII. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this Agreement may only be amended or altered by written agreement signed by the Parties' authorized representatives.

XIV. Assignment/Transfer

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XV. No Third Party Beneficiary

This Agreement is made for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement is intended to create or grant to any Third Party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as the same may be amended from time to time.

XVI. Severability

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XVII. Headings

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this Agreement and shall not be construed to affect in any manner the terms and provisions herein.

XVIII. Becoming a Party to this Agreement

- a. Any governmental entity, as defined under Colorado law, may join in this Agreement after formal approval by the prospective party's governing body, notification to the Larimer County Office of Emergency Management of such approval, and notification by the Larimer County Office of Emergency Management to all other Parties. To the extent that local government entities outside of Larimer County choose to join in this Agreement, notification shall also be provided to office of emergency management in the county where the entity is located.
- b. Any non-governmental entity that has a role in preparing for, responding to, or recovering from emergencies or disasters may request to join in this Agreement after formal approval by the prospective party's governing body. Following such formal approval, the prospective party shall submit a request to join this Agreement to the Larimer County Office of Emergency Management. If the Larimer County Office of Emergency management determines the prospective party is properly joined in this Agreement, it shall notify each of the other Parties to this Agreement that the prospective party is joined as a Party.

XIX. Execution

This Agreement shall be executed by each Party on a separate signature page. This Agreement and the original signature pages shall be filed with and held by Larimer County Emergency Management or its successor agency, at 200 West Oak Street, Fort Collins, CO 80522. Copies of signature pages shall be provided to each Party, and such copies shall have the full force and effect as if they were originals. A copy of the full Agreement will be provided to the Colorado State Division of Homeland Security and Emergency Management.

SIGNATURE PAGE

As outlined in the foregoing Intergovernmental Agreement, the below designated jurisdiction executes this Agreement on the most recent date indicated below.
PARTY:
By:
Title:
Date:
ATTEST AS TO SIGNATURES:
Title:
Date: