

# Minutes of the Regular Meeting of the Board of Directors of the Sunshine Fire Protection District

January 10, 2023

## Call to Order

The meeting was held at Station 1.

The meeting was called to order at 7:30 PM and a quorum was established.

## Attendance

**Board Members Present:** Jean Gatzka, Cathy Shoenfeld, Dan Fischer, John Bauer

**Board Members Absent:** Richard Smith

**Others Present:** Assistant Chief Henry Ballard, Fire Marshal Michael Johnson, Training Officer Caleb Seviaan, Rick Lansky, George Woodward, Ross Weiner, Ben Hogan, J. Hill, John Newton, Josh Schoenfeld, Bill Stahl

## Department Show of Support

Eleven officers and fire fighters attended the meeting to show their appreciation and support for Chief Schmitt following the Sunshine Fire in December. Caleb Seviaan spoke for the group and wanted the Board to know how valuable Chief Schmitt's contributions are to the department. In particular, Caleb wanted the Board to know that the Chief had given at least 60 hours of his time during the week of the fire and the week after. In addition to fire events, the chief regularly gives far and above the time that any volunteer chief might be expected to donate with their time.

According to Caleb, many departments hire a Chief and pay a salary and benefits to support the demanding role of the position. Is there any way that SFPD could budget to compensate the Chief for future fire events? As long as any reward or compensation is less than 20% of a comparable employee rate, the tax and benefit burden can be reduced.

**After the visitors left**, the Board continued discussion about how we might compensate the Chief. Key issue is that any significant amount would require a mil rate increase to support such a budget item. It was noted that many volunteers spend hundreds of hours with volunteer time to support the District. Where should a line be drawn for those compensated or not?

The Board will need to speak directly with Michael regarding any type of compensation.

**Recognition Event?** Discussed holding a recognition event for the department in recognition of the efforts in the Sunshine Fire. Jean suggested a spaghetti or chili potluck. A tentative date of Wednesday, February 15 was set. That is the same night as the regular Truck Check, so most fire fighters should be available. Kathy will reach out to the Events and Fire Fighter Social Committees for support. There are \$4,500 in funds in the 2023 budget for community events and Fire Fighter appreciation that can help fund the event as well as some type of token of appreciation for those involved. That could be gift cards, plaques or other, to be determined by the committees.

### Treasurer's Report

Treasurer's report was reviewed.

- \$100K was put into a CD in December to provide interest income from the funds, which are not needed in the CD time frame.
- The District overspent budget by \$15,400 in 2023 – due to unanticipated costs in securing the new truck equipment, rate increases and legal expenses.
- Dan moved to retain Cahill and Associates for the required audit of the 2022. Expected audit cost to be \$7,500 - \$10,00 as budgeted. Dan will ask auditors on advice for how the district can begin reflecting depreciation of assets – especially as it applies the high-cost truck equipment.

MOTION: to approve the treasurer's report was made, seconded and carried unanimously.

### Approval of Minutes

- Minutes from the December Board meeting were reviewed.

MOTION: To approve Board Minutes as amended. Motion was seconded and carried unanimously.

### Fire Chief's Report – see attached

- New Truck Update: New truck was very useful in Sunshine Fire. Training planned for all fire fighters
- Interviews scheduled for six fire fighters for 2-3 open positions.
- SFPD Website saw extensive use during fire. Jean suggested that the site could be more effective if it were updated. John to lead exploration of new platform and graphics with Eric Bader and Chief Schmitt - costs and implications. +
- 501-c3 progress – Jean will follow up with volunteer who offered to help with its creation.
- Pension for Fire Fighters – No progress to date. Will see if we can combine with fire fighter/Chief compensation discussion.
- Shower in Station #1 – Jean to follow-up with Michael on cost estimates. Plumbing cost could be considerable – and there is concern about again going over budget. Michael needs to complete his prioritization of "wish list" and \$20,000 budget.

### Other Business

- **CWPP Authority is being formed.** The Boulder West Wildfire Authority Inter-Government Agreement has been proposed between Sunshine, Gold Hill, Four Mile and Sugarloaf.
  - MOTION: Dan moved to approve the agreement for SFPD; Jean seconded. Motion approved.
  - MOTION: Dan moved to approve Allen Kirton and Abby Silver as our representatives. Motion approved.
- **2023-2027 Board Memberships.** Three seats are opening June 1 – Dan, Kathy and Dick. Need to inform the community of the openings and election process. John is the DEO (Designated Election Official), and will move forward with formal notices.
- **Follow-Up With Eric Bader Suspension.** Deputy Chief Ballard reviewed the status of the suspension. Eric was permitted to support fire suppression efforts during the Sunshine Fire. John brought up a proposed addendum he has drafted for the Code of Conduct for the District that would clearly state policy regarding access to the board and whistleblower protections. Henry will review and comment.

- **Community Survey.** Jean has put together a preliminary list of questions for the community about preferences for events and for volunteer interests. John will help with putting out the questionnaire and communications.

The meeting was adjourned at 10:05 PM.

A handwritten signature in black ink, appearing to read "John Bauer". The signature is written in a cursive style with a large, circular initial "J" and a long, horizontal tail.

Attest: \_\_\_\_\_

John Bauer, Board Member, for Secretary Smith





Sunshine Fire Protection District  
311 County Rd 83  
Boulder, CO 80302  
[www.sunshine-fpd.org](http://www.sunshine-fpd.org)

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### Chief Report - Board Meeting 01/10/2023

1. **4505:** Has been put in service, as a number of people got to use it during the Sunshine Fire. Some firefighters remain to get trained on the truck. We will have Waterous come to our district in March, latest in April, to give us a specific CAFS system training which will be helpful for both the effective use as well as the correct maintenance procedures to ensure longevity and usability of the system.
2. **Station 2 Doors:** Locks are on back order, will likely take another 4 weeks.
3. **Auxiliary Firefighters for 2023:** We are concluding interviews 01/11/2023.
4. **Volunteer Firefighters:** Scheduling times to interview 6 firefighters for 2-3 open positions, starting next week. We have had the strongest membership in a few years now, and the recent fire showed that we need the help and the bench. New requirements will be put in place for these firefighters, with a stricter probationary framework.
5. **SFPD Website:** Had a visit increase of 680%, our Google Profile had an increase of 3514% since the fire.
6. **Sunshine Fire:** There are still meetings, including next week, regarding the fire and how command and operations were conducted by other agencies.
7. **Sheriff Pelle:** Will be attending Sheriff Pelle's farewell ceremony. A good relationship has been started with the new Sheriff.
8. **501c3:** Do we have a plan to continue the progress on this? Any help I can find for us?
9. **Pension:** Where are we with the pension for firefighters?
10. **Computers:** Station 1 computer and communications group's computer have received upgraded hardware to make them more usable again. We do need a computer for station 2.
11. **Wishlist:** Some of the items from the wishlist have been purchased. Would like to see if the board is open to use some of the money that will be left towards a shower in station 1.

# Calls

| Incident Number   | Problem                        | Units   | Key Details                    |
|-------------------|--------------------------------|---|--------------------------------|
| BCFD221219-015013 | FIALRSR-Residential Fire Alarm |   |                                |
| BCFD221223-015234 | FIODOR-Odor Inv Outside        | 4366,<br>4362                                       | GAS NOT SHUT OFF // NO TONES   |
| BCFD221214-014795 | FISMOR-Smoke Report            | 2209,<br>SS1,<br>BCFDO1,<br>4566,<br>4631           | POSS SOMEONE DOING A BURN      |
| BCFD221223-015196 | FICONR-Controlled Burn         |   | TILL NOON                      |
| BCFD221224-015265 | FICONR-Controlled Burn         |   | UNTIL 1400                     |
| BCFD221229-015516 | FICONR-Controlled Burn         |   | WCBWD                          |
| BCFD221230-015570 | FICONR-Controlled Burn         |   | TILL NOON                      |
| BCFD221210-014623 | FISMOR-Smoke Report            | FM3,<br>SS1,<br>BCFDO1,<br>4661,<br>4662            | POSS WHITE SMOKE               |
| BCFD221213-014770 | zAbdominalPain/Problem (AE/EE) | FM1,<br>SS1,<br>AMRB,<br>4666,<br>4632, A7          | 67 YOF C/B ABD PAIN            |
| BCFD221215-014848 | zFall (AN/EN)                  | FM3,<br>SS1,<br>AMRA,<br>4656,<br>4662, A4,<br>4602 | FALL/ OUTSIDE / HAND ABRASIONS |

|                   |                                |  |  |
|-------------------|--------------------------------|--|--|
| BCFD221216-014867 | zOverdose/Poisoning (AE/EE)    | FM2,<br>SS1,<br>AMRB,<br>A20,<br>4566,<br>4662   | 25 YOM<br>UNCONCIOUS/NARCAN<br>PROVIDE |
| BCFD221217-014924 | FICONR-Controlled Burn         |  | UNTIL 2000                             |
| BCFD221218-014952 | FIODOR-Odor Inv Outside        | FM4,<br>SS1,<br>4661,<br>4566,<br>4602,<br>4532  | PROPANE LEAK -<br>OBVIOUS SMELL        |
| BCFD221219-015039 | FIWILR-Wildland/Grass Fire     | FM1,<br>SS1,<br>BES1,<br>BCFDO1,<br>6561,<br>3151,<br>4601,<br>4645,<br>4661,<br>4631,<br>4501,<br>3122,<br>3124 | FLAMES IN FRONT YARD                   |
| BCFD221225-015352 | INACCR-Injury or Rollover      | FM2,<br>SS1,<br>AMRB,<br>A19,<br>4566,<br>4561,<br>4661,<br>4603   | AIR BAGS DEPLOYED,<br>DRV C/B          |
| BCFD221227-015415 | UNACCR-Unknown Injury Accident | FM2,<br>SS1,<br>AMRB,<br>4566,<br>FM1,<br>AMRC,<br>A1, 4561,<br>4601,<br>4603                                    | UNK DIRECTION NO VEH<br>DESC           |
| BCFD221227-015439 | FISMOR-Smoke Report            |  | SMOKE IN FOOTHILLS                     |

|                   |                               |   |   |
|-------------------|-------------------------------|---|---|
| BCFD221228-015480 | INACCR-Injury or Rollover     | FM2,<br>SS1,<br>AMRB,<br>A6, 4566,<br>4601,<br>4603   | VEH DROVE OFF THE ROADWAY                   |
| BCFD221229-015541 | FICONR-Controlled Burn        |   | WCBWD                                       |
| BCFD221229-015546 | FIASSR-Fire Assist            | FM3   | FIRE APPARATUS STUCK IN DRIVEWAY            |
| BCFD230102-000059 | FICONR-Controlled Burn        |   | SLASH ALL DAY WCWD                          |
| BCFD230103-000104 | FISMOR-Smoke Report           | 4656  | PILE BURN / LOTS OF SMOKE                   |
| BCFD230108-000290 | zUnconscious/Fainting (AE/EE) | FM4,<br>SS1,<br>AMRB,<br>A28,<br>4662,<br>4532,<br>FM4<br>FM3,<br>SS1,<br>AMRB,<br>4566,<br>A11,<br>4662,<br>4561,<br>4662,<br>4532 | 53YOM C/B FAINTED                           |
| BCFD230109-000327 | EMSR-Medical Call             |   | HIDE A KEY MOUNTED ON DOOR FRAME, CODE 3250 |
| BCFD221210-014625 | FIINFR-Fire Information       |   | LIVE FIRE TRAINING                          |
| BCFD221211-014663 | FIINFR-Fire Information       |   | BURNED OUT VEH FROM FD TRAINING             |
| BCFD221211-014681 | FICONR-Controlled Burn        |   | SWEAT LODGE TIL 1400                        |



|                   |                               |  |   |
|-------------------|-------------------------------|--|---|
| BCFD221212-014735 | FIINFR-Fire Information       |  | FIRE DRILL                              |
| BCFD221219-015016 | EMSR-Medical Call             | GH3,<br>AMRB,<br>A7, 5404<br>GH3,<br>LH4,<br>BES1,<br>BCFDO1,<br>5461,<br>2332,<br>2332,<br>BCFDO1,<br>4167,<br>5404 | MED CHECK ON F AND<br>7YOM              |
| BCFD221219-015020 | FIWILR-Wildland/Grass Fire    |  | ADDITIONAL FIRE PER RP                  |
| BCFD221228-015488 | FIASSR-Fire Assist            | GH3,<br>5461,<br>5463,<br>5433   | CLOSE BOTTOM OF<br>HORSFAL/MAIN/BOULDER |
| BCFD221229-015530 | FICONR-Controlled Burn        |  | WCBWD                                   |
| BCFD230108-000288 | EMSR-Medical Call             | GH3,<br>AMRB,<br>A23, 5461<br>SS1,<br>FM3,<br>GH3,<br>2301,<br>AMRB,<br>4566, A7,<br>4561,<br>4656                   | M HELD GUN TO HIS<br>MOUTH              |
| BCFD221212-014734 | zCardiac/Resp Arrest (AE/2EE) | SS1,<br>FM3,<br>2301,<br>4566,<br>4532   | F NOT RESPONDING                        |
| BCFD221217-014943 | FIASSR-Fire Assist            | SS2,<br>FM4,<br>4561,<br>AMRB,<br>A5   | LIFT ASSIST//NON INJ                    |
| BCFD221219-015007 | FIASSR-Fire Assist            |  | AT RISK ADULT NEEDS<br>EVAC'D           |

4240,  
6561,  
4532,  
2732,  
4301,  
4332,  
4631,  
4158,  
4353, A2,  
3124,  
4501,  
BM1,  
4361, A5,  
4354,  
4352,  
4341,  
SS1,  
FM2,  
6561,  
4141,  
4333,  
GH1,  
4532,  
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LY1, CC3,  
4158,  
2802,  
5461,  
7061,  
JT1,  
4041,  
4321,  
4240,  
NED2,  
2631,  
4332,  
2260,  
4342,  
7031,  
2209,  
SL2, AP1,  
5402,  
3151,  
2840,  
3122,  
5631,  
BES1,  
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3155,  
2231,  
5241,  
5532,  
4941,  
3124,

BCFD221219-  
015003

FIINFR-Fire Information

THE 2630 / 720-665-5083 /  
UNTIL 1600

5644,  
 5541,  
 A11,  
 2332,  
 3121,  
 4104,  
 5602, A4,  
 CC3, SL2,  
 5562, A6,  
 7042,  
 5503,  
 4361,  
 4131,  
 4033,  
 2360,  
 BES1,  
 3121,  
 5631,  
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 2331,  
 4131, A2,  
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 BM1,  
 FM3,  
 GH3,  
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 4561,  
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 SS1,  
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 2301,  
 AMRB,  
 2321,  
 4566,  
 2360,  
 4602,  
 4662

|                   |                        |            |
|-------------------|------------------------|------------|
| BCFD221229-015527 | FICONR-Controlled Burn | WCBWD      |
| BCFD221230-015572 | FICONR-Controlled Burn | WCBWD      |
| BCFD230106-000212 | FICONR-Controlled Burn | TIL 1530   |
| BCFD230107-000248 | FICONR-Controlled Burn | UNTIL 1600 |



INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE  
BOULDER WEST WILDFIRE AUTHORITY

This Intergovernmental Agreement Establishing the Boulder West Wildfire Authority (“Agreement”) dated as of December 31, 2022, is between four Colorado Special Districts in Boulder County, Colorado. The four Special Districts entering into this agreement are the Gold Hill Fire Protection District, the Sunshine Fire Protection District, the Four Mile Fire Protection District and the Sugarloaf Fire Protection Districts (“Member Jurisdictions”).

Recitals

- A. Boulder County, Colorado has experienced increasing trends in wildfire severity and extent over the last decade.
- B. The Member Jurisdictions pursue wildfire risk reduction projects and programs in order to protect and preserve values, such as life, quality of life, property, the natural environment, infrastructure, commerce, and culture. These projects and programs are consistent with the authority and mission of the Member Jurisdictions.
- C. The governing boards of The Member Jurisdictions recognize that wildfire is an inherently interjurisdictional problem, and that wildfire risk reduction objectives can be better accomplished through an interjurisdictional framework.
- D. The Member Jurisdictions have the opportunity to coordinate, collaborate and set common future goals relating to wildfire risk reduction.
- E. C.R.S. § 29-1-203(1) allows for Special Districts in Colorado to cooperate to provide functions and services that are lawfully authorized to each of the cooperating units.
- F. The Member Jurisdictions intend, by this Agreement, to establish the Boulder West Wildfire Authority to collaboratively pursue wildfire risk reduction for values at risk within the jurisdictional boundaries of the Member Jurisdictions, in a manner consistent with the functions and services of the Member Jurisdictions and vested with the authority of the governing boards of the Member Jurisdictions.

Terms and Conditions

**Section One: Wildfire Authority Established.**

The Boulder West Wildfire Authority, a multijurisdictional authority (the “Authority”), is hereby established pursuant to C.R.S. § 29-1-203. The Authority represents a cooperative organization, granted powers and privileges by the governing boards of the Member Jurisdictions. The Authority is not a separate legal entity from the Member Jurisdictions.

This agreement and the Authority will remain in effect irrespective of whether a Member Jurisdiction withdraws from the Authority subsequent to its creation, under circumstances not resulting in the rescission or termination of the contract establishing such Authority, so long as there are at least two continuing Member Jurisdictions.

## **Section Two: Purpose**

It is the purpose of the Authority to affect the identification, development, coordination, planning, implementation, oversight and monitoring of wildfire risk reduction projects and programs pursuant to a multijurisdictional Community Wildfire Protection Plan, in order to mitigate wildfire risk to values, and to periodically review and revise the Community Wildfire Protection Plan.

## **Section Three: Boundaries**

The area included within the Authority shall be all the area within the current boundaries of the Member Jurisdictions.

## **Section Four: Organization**

**4.1 Organization:** The affairs of the Authority will be managed by an Advisory Committee. The Advisory Committee shall be composed of eight members. Two committee members shall be nominated by each Member Jurisdiction's governing boards. Committee members may be replaced at any time by the body appointing them. It is the intent of the Member Jurisdictions that if this Agreement is amended to add other Special Districts as parties to this Agreement, this section shall be amended to provide for the addition of two committee members per additional party to the Agreement as representatives of those Special Districts. It is the intent of the Member Jurisdictions that committee members represent a diverse mix of backgrounds and technical expertise relating to wildfire risk management.

All committee members must, always during their term, serve as employees (whether volunteer or paid employees) of the Member Jurisdiction they represent. Committee members may be compensated by the Member Jurisdiction they represent for their services as committee members for the Authority, according to the discretion of the governing board of the Member Jurisdiction they represent.

Compensation for the management and administration of projects and programs pursued by the Authority may be offered at the discretion of the governing board of the Member Jurisdiction they represent.

**4.3 Committee Member Terms:** The terms of the committee members shall be for three years. There shall be no limit to the number of terms a committee member may serve. All committee members' terms shall extend until a replacement committee member has been appointed by the governing board of the Member Jurisdiction that committee member represents. All committee members may be removed at any time during their term by the governing board of the Member Jurisdiction they represent, with or without cause. The Advisory Committee shall have the right to make recommendations to the respective governing boards of the Member Jurisdictions for the removal of individual members of the Advisory Committee for failure to properly discharge their responsibilities as members.

**4.4 Officers of the Advisory Committee:** The officers of the Advisory Committee shall consist of a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer. The positions of Chairperson and Vice Chairperson shall not be occupied at any time by committee members representing the same Member Jurisdiction.

The officers of the Advisory Committee shall be elected and removed in accordance with the policies and procedures for the Authority, which shall be developed by the Advisory Committee, and recommended for approval by the governing boards of the Member Jurisdictions. The policies and procedures shall take effect upon approval of all governing boards of the Member Jurisdictions.

The terms of the officers of the Advisory Committee shall be determined by the Authority's policies and procedures.

In addition to those duties of the officers of the Authority contained in the policies and procedures for the Authority, the duties of the officers shall include: (a) Chairperson: shall preside at all meetings of the Advisory Committee and execute all legal documents on behalf of the Authority, in concert with the governing board or boards of the Member Jurisdiction or Member Jurisdictions affected by such documents; (b) Vice-Chairperson: shall act as Chairperson when Chairperson is unable to act; (c) Secretary: shall ensure the maintenance of the official records of the Authority including its policies and procedures, meeting notices, agenda and minutes; and (d) Treasurer: shall oversee any Authority financial activities, cause the preparation of the annual budgets for the Authority, ensure the maintenance of the financial records of the Authority, and cause the preparation of periodic financial statements for the Authority.

**4.5 Voting Requirements and Related Provisions:** The Advisory Committee shall meet at least four times each year. The Advisory Committee shall act only upon a duly executed vote of the committee members. Each committee member shall cast one vote. A vote of the Advisory Committee shall be deemed duly executed if made by a majority of a quorum of the Committee members. A quorum shall consist of a majority of Committee members.

#### **4.6 Duties, Powers and Authority of the Advisory Committee**

##### **4.6.1 Duties of the Advisory Committees:**

It shall be the duty of the Advisory Committee to manage the affairs of the Authority, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to:

- a. Develop and recommend for approval of the governing boards of the Member Jurisdictions operating policies and procedures for the Authority;
- b. Develop, periodically review, update and implement a multijurisdictional Community Wildfire Protection Plan that outlines wildfire risk reduction projects and programs to be undertaken by the Member Jurisdictions;
- c. Develop and fund an operating budget, with Member Jurisdictions serving as fiscal agents for budgeted activities. Member Jurisdictions will serve as fiscal agents for Authority affairs on a voluntary basis and at the discretion of the governing board of each Member Jurisdiction. The budget shall include provisions for wildfire risk reduction project and program implementation as deemed appropriate. The fiscal year of the Authority shall be the calendar year;
- d. Plan, coordinate, implement, oversee and monitor wildfire risk reduction projects and programs; and
- e. by April 1 of each year commencing in 2024, prepare, provide and present in one or more public hearings to the governing boards of the Member Jurisdictions, a written report of the Authority's

activities during the prior calendar year. Such report shall include annual financial documents for the Authority, descriptions of the projects and programs undertaken or contemplated, and such other information as the Advisory Committee may deem of interest to the residents living within the boundaries of the Authority, and the governing boards of the Member Jurisdictions.

#### **4.6.2 Powers:**

The general powers of the Authority include those listed below. The use of any power and responsibility listed below shall be at the discretion of the governing boards of the Member Jurisdictions. All powers granted hereby are subject to the restrictions, conditions and limitations on those powers set forth by Colorado Revised Statute, by the policies and procedures of the Authority, and any policies and procedures or governing documents of the Member Jurisdictions.

None of the powers listed below shall in any way limit or interfere with the powers and privileges of the Member Jurisdictions to pursue wildfire risk reduction projects and programs independently from the Authority. Nor shall the powers listed below in any way limit or interfere with the general powers and privileges of the Member Jurisdictions.

- a. To plan, finance, implement, manage, and oversee wildfire risk reduction projects and programs of a variety of types and scales within the Authority boundary;
- b. To coordinate and collaborate on wildfire risk reduction projects and programs with neighboring jurisdictions and stakeholder entities;
- c. To recommend that the Member Jurisdictions enter into contracts, including, without limitation, contracts with state or federal agencies, private enterprises and nonprofit organizations;
- d. To employ agents and employees, subject to the discretion and approval of the governing board of the Member Jurisdiction acting as the fiscal agent for such agents or employees;
- e. To cooperate with state and federal governments concerning the development and implementation of wildfire risk reduction projects and programs;
- f. To make recommendations to the governing boards of the Member Jurisdictions regarding wildfire risk reduction measures that should be pursued by the Member Jurisdictions;
- g. To request of the governing boards of the Member Jurisdictions, at their discretion, support and assistance in the Authority's pursuit of wildfire risk reduction objectives;
- h. To incur debts, liabilities, or obligations, at the discretion of the Member Jurisdiction acting as the fiscal agent;
- i. to consider and recommend to the governing boards of Member Jurisdictions, fees and charges for functions, services recommended and pursued by the Authority;
- j. To establish separate enterprises within its organizational structure to allow for efficient operation of programs and projects. The Advisory Committee shall have the power to grant titles and responsibilities to its members and authorize them to approve basic agreements and make operational decisions related to those programs or projects; and



k. To exercise any other powers that are essential to provision of functions and services by the Authority that are not specified in the contract, at the discretion of the governing boards of the Member Jurisdictions.

#### **4.6.3 Insurance**

a. Members of the Advisory Committee act as agents and employees of the Member Jurisdiction they represent. Any insurance coverage for the activities of the members of the Advisory Committee will be provided for by the Member Jurisdiction they represent, as deemed necessary and appropriate.

b. The Authority may request the support and participation, in pursuit of the purposes specified in this Agreement, of employees (paid or volunteer) employed by the Member Jurisdictions. Any participation in Authority activities by employees of Member Jurisdictions will be conducted wherein those employees are provided insurance coverage deemed necessary and appropriate by the Member Jurisdiction that is the employer.

c. The use of any equipment owned by Member Jurisdictions may be permissible at the discretion of the governing board of that Member Jurisdiction, and insurance associated with that equipment shall be the responsibility the Member Jurisdiction that holds the title for that equipment.

#### **Section Five: Revenues**

Member Jurisdictions will serve as fiscal agents for any costs and revenues associated with the projects and programs pursued by the Authority, at the discretion of the governing board of the Member Jurisdiction considering acting in such capacity. The expected and permissible sources of revenue of the Authority include:

- a. Fees for services provided;
- b. Discretionary contributions from the Member Jurisdictions ;
- c. Contributions from other entities that benefit from the work of the Authority;
- d. Project and program revenues;
- e. Cash and in-kind donations;
- f. Grants.

#### **Section Six: Notice**

Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Four Mile Fire Protection District:

Board of Directors  
1740 Fourmile Canyon Drive  
Boulder, CO 80302

Sunshine Fire Protection District:

Gold Hill Fire Protection District:

Sugarloaf Fire Protection District:

**Section Seven: Entire Agreement; Amendments**

This Agreement constitutes the entire agreement of the parties hereto concerning the establishment and operation of the Authority. This agreement may not be amended, otherwise modified, revoked, or rescinded except by a written document executed by the Member Jurisdictions.

**Section Eight: Term and Termination of Agreement**

Subject to due execution of this Agreement by the parties, this Agreement shall be effective as of January 1, 2023, or the later date on which this Agreement has been fully executed by all of the parties to it; provided, however, that if this Agreement has been fully executed by all of the parties to it before January 1, 2023, this Agreement shall become effective at such time to the extent that advertisement for and selection of the initial committee members may then be undertaken.

The initial term of this Agreement shall be from January 1, 2023, or such later date upon which this Agreement becomes effective, through December 31, 2023. Thereafter, its term shall automatically be extended annually for the following year unless any party to this Agreement gives written notice of termination to the other parties no later than three months prior to the date on which the termination is to be effective.

**Section Nine: Savings Clause**

In the event that a Court of competent jurisdiction determines that any provision of this Agreement is contrary to law and therefore unenforceable or invalid, the balance of this Agreement shall remain in full force and effect unless, as a result of such decision, the essential purposes of the parties in making this Agreement cannot be achieved.

**[SIGNATURES]**