

**Minutes of the Regular Meeting of the Board of Directors of the
Sunshine Fire Protection District
June 13, 2023**

Call to Order

The meeting was held Station 1.

The meeting was called to order at 6:30 PM and a quorum was established.

Attendance

Board Members Present: Jean Gatzka, Dan Fischer, Dick Smith, John Bauer, Pat Noyes

Absent: Chief Michael Schmitt

Others Present: Assistant Chief, Henry Ballard, Eric Bader

Approval of Minutes

- Minutes from the May Board meeting were reviewed.

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

Treasurer's Report

Treasurer's report was reviewed.

Discussion included:

- Board reviewed the checks, credit card charges, profit & loss, budget vs actual and balance sheet. This the first set of reports from Quicktime on-line.
- There was a question about how fuel charges work. Not sure that fuel charge for Chief's car is being handled correctly. We may need to keep track of mileage or declare a monthly stipend for Chief's fuel allowance. There needs to be some documentation of the how personal vs SFPD business fuel charges factor out.
- There was a duplicate entry that needs to be removed in checking report. Partial charge for the audit came this month. Might be helpful to split out the bigger CWPP items, which would make the P&L easier to comprehend.
- A question was raised whether there should be a process in place that sets a dollar limit on charges, above which would need approval.
- Unexpected costs this year were the Sunshine fire and equipping the 'new' truck. How might that affect what was budgeted for capital gains carryover? The Strategic plan can help identify the best long-term target for capital gains carryover at the end of the year. We need to know whether we are using future capital gains intentionally or unknowingly. Suggest a formal review process or devise a purchasing procedure audit. We may not have a policy and, if so, would need to establish one.
- There is an advantage to seeing accumulated appreciation for all fixed assets. This was shown as \$730,006.03 decrease in the balance sheet. The building asset was based on construction costs, not on valuation. Question was whether this was basis or current valuation.
- The Board received the corrected audit balance sheet for 2022. It was corrected based on the audit. Main difference was due to depreciation of fixed assets. The corrected audit will be filed the Office of the State Auditor. Dan will distribute the final audit with an explanation of line 1201 \$168,000, which was unclear at the meeting.

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

Fire Chief's Report – see attached

- **CPR Class:** We are set up now to provide official CPR classes to residents and will have the first email out to the community in the next month. So far, we have only been able to train other responders thanks to the work Lin and Henry have been doing. We are currently looking at costs of \$46 and would like to charge about \$90 per resident and \$95 per non-resident, which is comparable to other agencies in the County. Any feedback from the board is welcome. We would like to accumulate profits from each class to provide EMS training to firefighters and possibly extra equipment. We also plan to make trainings available to other County residents. Question was whether this would be first responder level or a lower level of training. We have 4 instructors in the Dept. Not sure whether this will be in-house instructors or RedCross. May include first aid and CPR. Comments from the Board were favorable that this should be something that SFPD should offer.
- **4545:** Special mention should go to Junior Firefighter Malachi Brooks. Another agency recently paid \$15,000 per pickup truck for the lighting and siren package. We were able to do this job for about \$1300 thanks to several dozen hours spent by Malachi installing it, with only very light supervision. The Board agreed that his help was certainly appreciated.
- **Station 2 Doors:** Doors are done. Please remember to energize the keypad by moving the door handle up and down 6-8 times.
- **Fire Academy Graduate:** We had three new firefighters go through the wildland academy. One of them already went through the 3-month structure academy, another is going through structure in the fall and the third has already taken additional wildland classes.
- **Countywide Response MOU:** An MOU will be signed next week to improve response between County agencies. This has already been tested and worked through, partly during the Sunshine Fire in December. The intent is to not overwhelm agencies with larger events, commit to a standard of cover between agencies, applicable for both auto aid and mutual aid response, and provide consistency throughout the County. The MOU is attached below.

Other Business

- **Officers and Committees –** The Board confirmed officers and their roles. Jean agreed to stay on as Board Chair. John has volunteered to be a Board's Communications Director. Need to first define roles and responsibilities for the Communications Director. Dan volunteered to stay on as Treasurer. Dick will stay on as Secretary. Pat will head up the Strategic Plan effort. Jean would like to have an official budget committee and is looking for volunteers. How should a Budget committee be composed? Need to check with attorney about potential conflicts of interest. The Board needs to put out a draft budget to the community before a final budget is adapted. The DOLA deadline for a draft budget is October 15.

- **Strategic Plan Update - Pat**

There's a new folder for Strategic Plan in the shared google drive. Alan Kirton, Sam Miskin, Marc Koehler, Michael Johnson, and Paul Hourihan, along with Jean and Pat will serve on

strategic committee. Want to set a standing time for the committee to meet and will need to post it as Board working session if more than 2 Board members serve on the committee or attend a meeting. This will be called the Strategic Planning Board Working session. The committee will meet monthly.

- Pat has put together a short history of the SFPD. It is a working document. She is also putting together a working list of Board policies. Anything that is a formal policy needs to be available on the SFPD website. Are there Board bylaws? Need a Board resolution that the web site is the location of official policies, announcements, agenda, etc. The Board also needs to approve a personnel policy and that needs to be on the web site. Need to see the SDA info and whether that correlates with what the Chief is putting together. There is a new law (Public workplace employees protection) coming into effect about whistleblower policy. Also need to designate a records custodian. This is the person who is the contact for someone seeking information about record. Is there a capital reserve policy? We need to set a policy. Some of this will be taken care of in the Strategic Plan. Need a parking policy—if there is one and it needs to be posted.
- Website revamp – The web site needs to be ADA compliant by July 1, 2024. There is a company that makes sure that we are compliant. Also, there is software that allows us to check the web site. Eric has an extra domain that Sunshine is using for the web site. He uses Cold Fusion. Or, we could switch to another html platform. The web site has not been sufficiently promoted. It has not been used much for announcements and other information. The Board decided to only post the current agenda and not keep a running list of agendae.
- Update on Special District Association Colorado (SDA) training – Pat and Jean attended the SDA regional workshop and found it very informative. Other board members are encouraged to attend an upcoming training. The Board will have to prepare 2 budgets this year, depending on whether proposition HH passes or not in the November election. This will have a direct impact on our tax revenue.
- Sunshine Firefighter Foundation Update – need to set up permanent board for this. Need a few board members, one or two firefighters, and one or two community member.
- Events. Emily Gebhart has a committee together to plan community events. They requested feedback on Community Fest dates. Sept 23 was best date for most Board members. The committee is putting together plans for a number of other events.
- Fund-raising. The Board is still waiting for someone to volunteer for the fund-raising committee chair.

The meeting was adjourned at 8:55 PM

Attest: Richard Smith
Richard Smith, Secretary

Attachments: Chief report, Countywide MOU



Sunshine Fire Protection District
311 County Rd 83
Boulder, CO 80302
www.sunshine-fpd.org

Chief Report - Board Meeting 06/13/2023

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5. **Countywide Response MOU:** An MOU will be signed next week to improve response between County agencies. This has already been tested and worked through, partly during the Sunshine Fire in December. The intent is to not overwhelm agencies with larger events, commit to a standard of cover between agencies, applicable for both auto aid and mutual aid response, and provide consistency throughout the County. The MOU is attached below.

Calls

No calls will be listed this month, they will be added to the July report.

MEMORANDUM OF UNDERSTANDING

BCFFA / BCFC Operational Support & Management

I. Mission and Purpose:

1. The Boulder County Fire Chiefs (BCFC) and the Boulder County Firefighters Association (BCFFA) are two organizations that represent the fire districts and municipal fire departments in Boulder County. The BCFC and the BCFFA are each considered a “Party” to this Memorandum of Understanding (MOU) and collectively referred to as the “Parties”. No other fire or rescue agencies are party to this MOU unless agreed to in writing by the Parties.
2. To support the sustainability of this agreement between parties the Office of Disaster Management for the City of Boulder and Boulder County (BODM) will provide organizational management support through its office.
3. The parties are authorized to contract with one another to provide the cooperative services contemplated by this Memorandum of Understanding (MOU) pursuant to any additional agreements for services or programs constructed outside this MOU.

II. Standards of Cover:

1. Parties to this MOU shall strive to fulfill the standard of cover agreements as defined by the BCFFA and BCFC.
2. Participating fire departments and fire districts agree to evaluate the effectiveness of the standard of cover agreements each year by March 31st and recommend changes.
3. Rescue and non-governmental response agencies are not currently signatories to this MOU but may be included in agreements with local jurisdictions with response authority. After one year this practice shall be reviewed and the decision to include these agencies in this MOU shall be considered.

III. Agreement on Implementing Incident Command

The Parties agree that the following actions, operational control, and support services will be provided under this MOU:

1. Establishing Command
 - a. The first arriving unit shall establish command.
 - b. The next arriving qualified senior officer shall assume command regardless of jurisdictional authority from the initial IC and evaluate the existing radio / communications plan, any initial operational plans and adjust as appropriate.
 - c. Upon arrival the qualified senior officer having jurisdictional authority and responsibility shall shadow the existing incident commander to gain operational awareness and gain competency with the command structural elements.
 - d. When appropriate the qualified senior officer of the jurisdiction shall transition into the incident commander position and the non-jurisdictional IC assumes the deputy incident commander position or is demobilized.

- e. In situations where the involvement of the mutual aid resources is significantly committed or the incident has crossed jurisdictional boundaries, unified command should be considered per local procedures and practices.
- f. All operational decisions shall be made in the moment by the incident commander on scene to facilitate decisive and efficient decision making.
- g. Alert and warning decision shall be made by the incident commander on scene to facilitate decisive and efficient issuance of alerts. The incident commander making these decisions shall notify affected jurisdictional authorities at the earliest possible time as can be completed.
- h. In situations where challenges or conflicts arise the following actions should occur to resolve issues.
 - i. The incident commander(s) engaged in the situation should avoid escalating the engagement during an escalating hazardous situation to avoid compromising firefighter safety or operational congruency.
 - ii. Once the incident stabilizes the parties involved should talk through the issue and agree to actions or behaviors to prevent future disagreement or challenges.
 - iii. Involved parties each complete an incident report and submit the document to their Chief Officer.
 - iv. Each responsible Chief Officer shall meet with their firefighter(s) and discuss the possible resolutions to affect positive change through policy, training or planning recommendations.
 - v. In situations where the involved parties cannot resolve issues, a formal meeting between the chief officers from the involved departments shall be scheduled to review documentation, and determine next actions to mediate the situation and determine conflict or problem resolution actions.

IV. Fire Resource Coordinating Officer (FRCO):

1. The FRCO capability provides support to the incident commander during the initial response to a complex or escalating incident beyond the first operational period.
2. The FRCO provides but is not limited to the following core competencies:
 - a. Support command with situational awareness.
 - b. Coordinate dispatch center and incident command communications.
 - c. Provide support to acquire additional resources if needed.
 - d. Coordinate with law enforcement command elements in the 911 center as needed.
 - e. Evaluate response coverage gaps and request resources to prepare for the next incident.
 - f. Ensure staging and check in is established and being communicated to incoming resources.
 - g. Establish and staff posting locations for resources required to address coverage gaps as a result of draw down created by an incident.
3. The Parties agree that the FRCO may be activated by any member of the parties covered through this agreement when an incident occurs.
4. Responding jurisdictions upon agreement retain responsibility for managing and paying associated costs for any activities the FRCO requests or creates.

5. Parties to this agreement shall determine the personnel who are qualified to perform the FRCO duties and maintain an on-call schedule or response system.
 - a. Designated personnel must complete FRCO training and requirements of 911 centers to be qualified to operate in secured environments.
 - b. Designated personnel shall complete a local IC- EOC interface course, WebEOC training and the emergency operations plan 101 course.
6. Once the EOC is operational the FRCO position shall transition to the Emergency Support Function 4 - Fire in the EOC structure.

v. Miscellaneous

1. Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform its responsibilities under this MOU. By agreeing to this provision, neither Party waives nor intends to waive, as to any person not a party to the MOU, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
2. Neither Party is an employee of the other Party for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, the Fire and Police Pension Association and the Public Employees Retirement Association. Each Party is responsible for employing and directing its personnel and agents as necessary to perform its obligations under this MOU.
3. Nothing in this MOU shall be construed in any way to be a waiver any Party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
4. Each Party shall always during the terms of this MOU maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities in performing its obligations under this MOU and to comply with the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
5. Enforcement of the terms and conditions and all rights and obligations of this MOU are reserved to the Parties. Any other person receiving services or benefits under this MOU is an incidental beneficiary only and has no rights under this MOU.

[SIGNATURE PAGE TO FOLLOW]

Signatories:

In witness thereof, the parties hereto have executed this agreement on ____ day of _____, 2023.

Boulder County Firefighter's Association

By: _____ Date: _____
BCFFA President, Boulder County

Boulder County Fire Chief's Association

By: _____ Date: _____
BCFC President, Boulder County

BCSO Fire Management Officer

By: _____ Date: _____
Seth McKinney, FMO

Allenspark Fire Protection District

By: _____ Date: _____
Michael Cousineau, Fire Chief

Volunteer Fire Department of Big Elk Fire

By: _____ Date: _____
Colin Isenhardt, Fire Chief

Boulder Mountain Fire Protection District

By: _____ Date: _____
John Benson, Fire Chief

Boulder Fire Rescue

By: _____ Date: _____
Michael Calderazzo, Fire Chief

By: _____ Date: _____
Brian Oliver, Wildland Division Chief

Boulder Rural Fire Protection District

By: _____ Date: _____
Greg Schwab, Fire Chief

Coal Creek Fire Protection District

By: _____ Date: _____
Garret Ball, Fire Chief

Four Mile Fire Protection District

By: _____ Date: _____
Bret Gibson, Fire Chief

Gold Hill Fire Protection District

By: _____ Date: _____
Bret Gibson or Chris O'Brien, Fire Chief

Hygiene Fire Protection District

By: _____ Date: _____
Cody Trevithick, Fire Chief

Indian Peaks Fire Protection District

By: _____ Date: _____
Sequoia Zahn, Fire Chief

Jamestown Fire Volunteer Fire Department

By: _____ Date: _____
David Mans, Fire Chief

Lafayette Fire Department

By: _____ Date: _____
Pete Bradshaw, Fire Chief

Lefthand Fire Protection District

By: _____ Date: _____
Chris O'Brien, Fire Chief

Longmont Fire Department

By: _____ Date: _____
Dan Higgins, Fire Chief

Louisville Fire Protection District

By: _____ Date: _____
John Willson, Fire Chief

Lyons Fire Protection District

By: _____ Date: _____
Peter Zick, Fire Chief

Mountain View Fire Protection District

By: _____ Date: _____
David Beebe, Fire Chief

Nederland Fire Protection District

By: _____ Date: _____
Charlie Schmidtman, Fire Chief

Pinewood Springs Fire Protection District

By: _____ Date: _____
Ted Plank, Fire Chief

Sunshine Fire Protection District

By: _____ Date: _____
Michael Schmitt, Fire Chief

Sugarloaf Fire Protection District

By: _____ Date: _____
Janet Winchester, Fire Chief

Timberline Fire Protection District

By: _____ Date: _____
Paul Ondr, Fire Chief