



Glacier View Fire Protection

District

BOARD PACKET

March 11, 2024

Glacier View Fire Protection District

Agenda March 11, 2024 Revised 3-7-24

Call to Order – Roll Call

Confirm there are no changes to the Agenda

1. Secretary’s Report: ACTION: Approval of Minutes of the February 12, 2024 Meeting. Included in Board Packet.
2. Chief’s Report: ACTION—Approval of Chief’s Report. Included in Board Packet.
 - a) Monthly Activities: Emergency Services
 - b) Progress on interim hire of Administrative Officer
3. FACA Coordinator’s Report & FACA Task Force Report. ACTION Approvals—Included in Board Packet. Draft Member Handbook. ACTION Approval & Referral to Legal Counsel—Included in Board Packet.
4. Committee Reports: Included in Board Packet.
 - a) Budget Committee: No Report
 - b) District Administration Committee: See Chief’s Report in Board Packet
5. Unfinished Business
 - IT Upgrade Report. No Report
6. New Business
 - a) Audit exemption and engagement letter with Anderson Whitney: Vice President Jones. See Chief’s Report in Board Packet.
 - b) Support letter for Community Mitigation Volunteers (CVM): Ted Sammond. In Board Packet.
7. Public Comments:

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.
8. Director Comments:
9. Adjournment
 - Next Scheduled Board Meeting: Monday, April 8, 2024 at 7:00PM

Glacier View Fire Protection District

Draft Minutes

March 11, 2024

Glacier View Fire Protection District

1414 Green Mountain Dr. • Livermore • Colorado • 80536

February 12, 2024 at 7:00pm

Meeting was called to order at 7:00pm by President David Burk

Board of Directors present: President Dave Burk, Vice President Warren Jones, Treasurer David Thompson, Director Steve Groetke, and Secretary Lee Lamb,

Fire Department members present: Fire Chief Dan Knox, Henry Hudson (FACA), Kathy Hudson (FACA), and Ted Sammond (FACA).

Public members: David Koster and Fred DeLano.

Larimer County Sheriff Representative: Raina Eshleman

President Burk asked the Board if there was general agreement to change the Agenda so that Raina Eshleman could give her presentation introducing the Curtain Burner device. Without dissent the Agenda was changed as requested.

1. Presentation by Raina Eshleman of the Larimer County Sheriff Office.

Ms. Eshleman described the history of the Curtain Burner device, describing how the device was acquired by Loveland Fire and how the use of the device fits within the Community Wildfire Protection Plan (CWPP). She explained that the device is available for “rent.” In addition, she described the steps that have been taken, the support that is available to individual Fire Districts, and the methods to make renting the device affordable.

Ms. Eshleman then used the slide presentation produced by Loveland Fire to describe the benefits of the device when compared with open burning of slash. These benefits included the following points:

- a. The device is efficient in eliminating waste materials resulting from burning.
- b. The device reduces smoke to negligible levels and burns faster than open burning. This is accomplished by “pushing the smoke and soot down into the burner so that almost everything is consumed.
- c. The device has been approved for use by the U.S. Forest Service, Department of Energy and other agencies.

Under the protocol for use, the device and equipment loader may not leave the local fire district. although the original estimate for rental cost was \$5,000 for five hours of use. Staff of Emergency Services has been able to reduce the cost to \$500 for a 10-hour day.

She discussed the responsibilities of the local fire district in terms of support required and described how Emergency Services can provide staff and equipment support.

The GVFPD deployment plan includes loading by hand without a grappler. Members of FACA have been trained in use of the device and Ms Eshleman will be on hand to guide and provide paramedic assistance if needed. Thus, there will be “leads” on site for the three divisions of the burning task.

Grants: Grants for rental expenses, porte-potty, delivery and return expenses for the five-ton device are possible.

Applications have been made for air quality permits from the relevant agencies.

A test is scheduled March 15-16, 2024, in Estes Park at the YMCA campus.

Testing before deployment has been scheduled for April 26-27, 2024 in Glacier View Meadows (GVM) at Gate 3.

Insurance: Emergency Services is still working to resolve this issue. It is possible that insurance carried by GVM will be sufficient because the test deployment is located on GVM property.

President Burk opened the meeting to public comments about the curtain burner. Comments included that the event at Gate 3 would be open to the public, people will be encouraged to volunteer (after training) to be assistants in using the device, and FACA is trying to make the event “a big deal.”

2. **Secretary’s Report - Secretary Lamb presented the draft minutes of** January 8, 2024 and January 29, 2024. Included in Board Packet
Vice President Jones moved to approve the minutes of both meetings.
President Burk seconded the motion.
The minutes were approved as presented with one abstention.
3. **Treasurer’s Report - No Treasurer’s Report was presented.**
4. **Chief’s Report** — Included in the Board Packet. **Chief Knox’s Report** Closely followed the Board Packet

Action

Vice President Jones moved to approve receiving the \$10,000 grant from El Pomar and to go forward with the stretcher purchase using budgeted funds.
Treasurer Thompson seconded the motion.
Motion Carried

5. **FACA Coordinator Report:** Included in Board Packet. No Presentation
 - a) The report in the Board Packet included activities of the FACA and progress of the FACA Task Force. The FACA Task Force Report indicated that a recommendation would be forthcoming at the Board’s March 11, 2024 meeting.
 - c) Board Member’s FACA Membership Report. Included in the Board Packet. Director Groeteke read this report as it appears in the Board Packet. President Burk asked if any Board members wished to comment on the report. The discussion that followed was a robust exchange of opinions about the role of the Board in supporting FACA.

Action

Secretary Lamb moved that the Board be in recess until 20 minutes past the hour (8:20pm).
Vice President Jones seconded the motion
The motion Carried with one abstention.

President Burk called the meeting to order at 8:21pm

c) Board Member's Insurance Report. Included in the Board Packet. President Burk limited the presentation to 10 minutes. Director Groeteke did not read this report but summarized his analysis of the question of whether or not and how the FACA members could be covered by the District's insurance policy.

Discussion followed including observations that obtaining insurance coverage had required quite a bit of time and completion of the Handbook revision is necessary.

A suggestion was made that the Board consider scheduling a "Work Session" with legal counsel to discuss the proper role of the Board.

Motion

Director Groeteke moved to confirm that the Community Wildfire Protection Plan (CWPP) volunteers have been members of the Glacier View Fire Protection District (GVFPD) beginning on September 12, 2022.

President Burk called for a second to this motion.

President Burk ruled that the motion had died for lack of a second.

No Action

6. Committee Reports:

- a. **Budget Committee:** No Report
- b. **Apparatus Committee:** Included in Board Packet. Chief Knox reported that the Committee is working with Sourcewell regarding the needed paperwork to complete the transaction. The Committee will report progress to the Board in March, 2024. Assistant Chief James Perry has completed the final specification sheet for the Type 1 Pumper and Type 1 Tender resulting in a cost estimate of \$873,000.
- c. **District Administrator Committee: Chief Knox.** Included in Board Packet. Chief Knox reported that the Committee's preliminary recommendation was that the administrative functions of the District be located under the supervision of the Chief, that the administrative staff consist of three positions—Administrative Officer (AO), Clerk or Secretary, and Bookkeeper—plus a janitor. The Committee recommended that the Designated Election Official be hired by the Board. The Committee submitted draft job descriptions for each of these positions. Discussion followed including observations about roles, supervision, cost, and comparison with other similar Districts. There was also discussion about the recommendation's suggested reorganization of the District. The Committee also recommended that the Board authorize the Chief to hire a temporary AO until a permanent hire can be made. It was observed that there seemed to be a consensus of the Board that it recognizes such a hire would be for an interim period and that the Board could use the interim position to help clarify effective administrative roles.

Action

Vice President Jones moved to authorize the Fire Chief to hire a temporary Administrative Officer (AO) to help keep GVFPD operations and Board needs functioning. Set the hourly compensation for the temporary AO to no more than \$25.00 at 18 hours per week. Allow the temporary AO to apply for the permanent AO position.

President Burk Seconded the Motion.

Motion Carried 5-0

7. **Unfinished Business:**

No unfinished business.

8. **New Business:**

No new business

9. **Public Comment**

No comments

10. **Director Comments**

Treasurer Thompson commented on the level of disagreement evident on the Board

Secretary Lamb said he was looking forward to the FACA Task Force recommendations in March.

Director Groeteke remarked that he continued to be concerned about getting things done.

Vice President Jones reminded the Board of the Special District Association conference in September, 2024 and suggested the need for a Board training session.

Adjournment

Vice President Jones moved to adjourn.

Treasurer Thompson seconded the motion

Motion Carried

Meeting adjourned at 9:25pm

Link to the February 2024 Board Packet:

<https://www.glacierviewfire.gov/files/e0be07794/BOARD+PACKET+for+2-12-2024+Corrected+.pdf>

BOARD ACTIONS TAKEN:

Approve the Minutes as presented.

Approve acceptance of the El Pomar Grant for partial cost of a stretcher

Authorize the Chief to hire a temporary Administrative Officer

Adjournment:

President Burk moved to adjourn the meeting at 19:52 hours. Director Groeteke seconded. All in favor. Meeting adjourned.

Respectfully submitted by

Berton Lee Lamb, Secretary

Next Scheduled Meetings:

Monday, March 11, 2024, 7pm

In-person - Station 1

Glacier View Fire Protection District

**Treasurer's Report
NO REPORT**

March 11, 2024

Glacier View Fire Protection District

Chief's Report

March 11, 2024

CHIEF'S REPORT

MARCH, 2024

- GVFD ran 8 medicals, 1 wildland fires (USFS prescribed burn) and 1 smoke report call in February.
- Administrator update – Ashley Johnson will be working as the temporary administrator, and she started on March 5th. I consulted with Michelle at Ireland Stapleton to make sure I had all of the paperwork and process correct. We are in process of getting her settled in and caught up on what needs to be done. She will be working Tuesday-Thursday, 9am-3:30pm with a half hour lunch.
- Grant update:
 - Firehouse Subs and DFPC – no update yet.
 - Larimer County grant is due by March 15, we are working on the application process for some ice rescue tools and a suit that need replaced.
 - El Pomar – We are working on ordering the stretcher and receiving the grant money.
- Firewise will be on June 15th, and a committee is being formed to begin planning.
- We received the finalized paperwork from Christian for the pumper/tender purchase. I have included it for you to look at. Our next step is to get it signed and returned to him so we can start the builds. We have one change, the underwriter of the lease looked at our budget/cash on hand and they need us to make an initial down payment of \$450,000 since we are a small department. Then, we will pay the remaining due in November of 2025 as we had planned before, when we receive the apparatus.
- Radios – Radios are ordered and will arrive at the end of March. We came in around \$40,000, which is a little less than budgeted.

- Colorado State DFPC has asked for us to sign a mutual aid agreement with them. This is their standard form that they use with multiple fire districts in Colorado, and it is similar to our mutual aid agreements with LC ES and the other departments. The agreement will allow Asst Chief Henderson to continue to be able to respond to incidents in his DFPC state fire squad and it puts an agreement in place in case we need to call DFPC for assistance on wildland fires or other incidents. I have included it for the board to read. I would like to sign it and get it back to them ASAP.

Respectfully submitted,

Dan Knox – GVFD Chief



Glacier View Fire Department
1414 Green Mountain Drive
Livermore, CO 80536

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents as indicated. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Tax-Exempt Master Lease/Purchase Agreement
- ▣ Equipment Schedule
- ▣ Amortization Schedule
- ▣ Lessee Resolution
- ▣ Certification of Authority
- ▣ Acceptance of Obligation
- ▣ Payment Request and Equipment Acceptance Form
- ▣ Signature Card
- ▣ Lessee Acknowledgement
- ▣ Bank Qualification Addendum
- ▣ Lease Payment Instructions
- ▣ Request for Certificate of Insurance
- ▣ Copy of Sales Tax Exemption Certificate – if it applies
- ▣ 8038-G

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation and processing fee.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Tim Goetsch

Enclosures

Tax-Exempt Master Lease/Purchase Agreement #16704, dated as of 3/4/2024,

Accepted by Lessor: Lease Servicing Center, Inc.
dba NCL Government Capital
510 22nd Avenue E, Ste 501
Alexandria, MN 56308

Agreed to by Lessee: Glacier View Fire Department
1414 Green Mountain Drive
Livermore, CO 80536

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNATURE: _____
Signature of David Burk
NAME: David Burk
TITLE: President
DATE: _____

AGREEMENT: This Master Lease/Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable schedule. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Equipment described in Equipment Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Equipment Schedule. This Tax-Exempt Master Lease / Purchase Agreement together with the Equipment Schedule shall be defined as the Agreement. In the event of conflict between the terms of the Lease and any other agreement, including but not limited to Invitations for Bid or Purchase Orders, the terms of the Lease shall control.

LEASE TERM: The Lease Term of the Equipment listed in the Equipment Schedule shall commence upon the date of acceptance of the Equipment by Lessee and continue for the time period set forth in the Equipment Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. The Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Equipment in the amounts, and on the dates specified, in the Equipment Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE EQUIPMENT SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF EQUIPMENT: All risk of loss to the Equipment shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and Equipment damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Equipment, sufficient to protect the full replacement value of the Equipment and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTERESTS: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Equipment, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes the Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Equipment throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Equipment, then, at the end of the Lease Term with respect to any item of Equipment, Lessor's interest in such Equipment shall terminate. Unless otherwise required by law, title to the Equipment shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Equipment will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the

federal government or for any personal, family or household use. Lessee's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Equipment by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Equipment, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Equipment (d) the acquisition, delivery, and acceptance of the Equipment, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Equipment by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Equipment to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but lessee shall be responsible for the payment of damages in an amount equal to the portion of lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Equipment, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claim, defenses, or setoffs that you may have against us. You agree that if we sell, assign, transfer this agreement, the new Lessor will have the same rights and benefits that we now have and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or set offs that you may have against us.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease payment or any other indebtedness or obligation now or hereafter owed by lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Equipment, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the Equipment, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement law as by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of lessee's rights hereunder as to any or all items of Equipment; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Equipment wherever found and for this purpose enter upon Lessee's premises where any item of Equipment is located and remove such item of Equipment free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Equipment; provided, however, that any proceeds from the disposition of the Equipment in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Equipment Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Equipment Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Equipment and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Equipment Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts; each shall be an original with all being the same instrument.


 SIGNER'S INITIALS (REQUIRED)

Establishment of Vendor Payable Account: On the date that the Lessor executed this Agreement, which is on or after the date that the Lessee executes this Agreement, Lessor agrees to (i) make available to Lessee an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Lessee's account, with a financial institution that Lessor selects that is acceptable to Lessee (including Lessor or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Municipal Schedule 001 in the Vendor Payable Account. Lessee hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in the Acceptance of Obligation attached hereto. Upon Lessee's delivery to Lessor of a Payment Request and Equipment Acceptance Form in the form set forth in the Payment Request and Equipment Acceptance Form attached hereto, Lessee authorizes Lessor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Lessee. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Lessee. The authorized individual(s) designated by the Lessee must sign the Signature Card which will be kept in the possession of the Lessor.

Down Payment: Prior to the disbursement of any funds from the Vendor Payable Account, the Lessee must either (1) deposit all the down payment funds that the Lessee has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Lessee must provide written verification to the satisfaction of the Lessor that all the down payment funds Lessee has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Lessee are the down payment funds that were represented to the Lessor at the time this transaction was submitted for credit approval by the Lessee to the Lessor.

Disbursement upon Non-Appropriation or Default: If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Lessor and Lessee will have no interest therein.

Surplus Amount: Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

 SIGNER'S INITIALS (REQUIRED)

Equipment Schedule to Tax-Exempt Master Lease/Purchase Agreement #16704 Schedule #001

This **Equipment Schedule** is entered into pursuant to Tax-Exempt Master Lease/Purchase Agreement dated as of 3/4/2024 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Master Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Equipment Description. The Equipment subject to this Equipment Schedule is described as follows:

Quantity	Model No.	Description	Serial / VIN Numbers
(1)		Pumper All-Poly Series 1000 Gallon on a 2025 Freightliner Chassis, M2 106 crew cab 4x4	
(1)		Pumper All-Poly Series 2000 Gallon "T" Style on a 2025 Freightliner Chassis, M2 106 Extended cab, 4x4	

*Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

3. Equipment Location: 1414 Green Mountain Drive, Livermore, CO 80536
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the _____ day of each year in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto.

Payment No.	Payment Amount	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
1	\$750,000.00	See Amortization Schedule		
9	\$33,840.55			

5. Expiration. Lessor, at its sole determination, may choose not to accept this Equipment Schedule if the fully executed, original Agreement (including this Equipment Schedule and all ancillary documents) are not received by Lessor at its place of business by 3/25/2024.
6. Equipment Cost. The total acquisition cost of the Equipment is \$860,410.60

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Schedule to be executed in their names by their duly authorized representatives.

LESSOR: Lease Servicing Center, Inc. dba NCL Government Capital
 SIGNATURE: _____
 NAME: _____
 TITLE: _____

LESSEE: Glacier View Fire Department
 SIGNATURE: _____
Signature of David Burk
 NAME: David Burk
 TITLE: President

Amortization Schedule

Amortization Schedule to Tax-Exempt Lease/Purchase Agreement #16704 Schedule #001

Equipment Cost: \$860,410.60

Payment Number	Due Date	Payment Amount	Interest Portion	Principal Portion	Purchase Price
1	11/15/2025	\$750,000.00	\$116,373.67	\$633,626.33	N/A
2	1/15/2026	\$33,840.55	\$2,997.97	\$30,842.58	\$208,148.86
3	1/15/2027	\$33,840.55	\$15,286.72	\$18,553.83	\$188,439.12
4	1/15/2028	\$33,840.55	\$13,839.21	\$20,001.34	\$167,191.70
5	1/15/2029	\$33,840.55	\$12,278.77	\$21,561.78	\$144,286.62
6	1/15/2030	\$33,840.55	\$10,596.60	\$23,243.95	\$119,594.57
7	1/15/2031	\$33,840.55	\$8,783.18	\$25,057.37	\$92,976.13
8	1/15/2032	\$33,840.55	\$6,828.29	\$27,012.26	\$64,281.01
9	1/15/2033	\$33,840.55	\$4,720.88	\$29,119.67	\$33,347.18
10	1/15/2034	\$33,840.55	\$2,449.06	\$31,391.49	\$0.00

Signature:



Signature of David Burk

Title:

President

LESSEE RESOLUTION

Re: Tax-Exempt Master Lease/Purchase Agreement # 16704, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Glacier View Fire Department (Lessee) and Schedule #001 thereto.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Schedule #001 to the Tax-Exempt Master Lease/Purchase Agreement #16704, between **Glacier View Fire Department** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).

2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Vendor Payable Account, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Glacier View Fire Department is authorized to enter into the lease financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance (1) Pumper All-Poly Series 1000 Gallon on a 2025 Freightliner Chassis, M2 106 crew cab 4x4 and (1) Pumper All-Poly Series 2000 Gallon "T" Style on a 2025 Freightliner Chassis, M2 106 Extended cab, 4x4 from Midwest Fire in the amount of \$860,410.60 with 1 payment of \$750,000.00 followed by 9 payments of \$33,840.55.

Authorized Individual(s): David Burk – President
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

ACCEPTANCE OF OBLIGATION

TO COMMENCE CONTRACT PAYMENTS UNDER TAX-EXEMPT MASTER LEASE/PURCHASE AGREEMENT #16704 SCHEDULE 001

RE: Tax-Exempt Master Lease/Purchase Agreement #16704, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Glacier View Fire Department (Lessee).


I, undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Acceptance of Obligation to commence Agreement Payments with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Schedule 001 has not been delivered, installed or available for use as of the Commencement date of this Agreement.
2. Lessee acknowledges that Lessor has agreed to deposit in to a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Schedule 001.
3. Lessee agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Lessee on the date of execution of the Agreement, Lessee hereby warrants that:

- A. Lessee's obligation to commence Agreement Payments as set forth in Schedule 001 is absolute and unconditional as of the Commencement Date and on each date set forth in Schedule 001 thereafter, subject to the terms and conditions of the Agreement;
- B. Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Payment Request and Equipment Acceptance Form" in the form set forth attached to this Agreement;
- C. In the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Agreement occurs, then those amounts shall be applied as provided in the Tax-Exempt Master Lease/Purchase Agreement #16704.
- D. Regardless of whether Lessee delivers a final Payment Request and Equipment Acceptance Form, all Agreement Payments paid prior to delivery of all the Equipment shall be credited to Agreement Payments as they become due under the Agreement as set forth in Schedule 001.

Glacier View Fire Department


Signature of David Burk

David Burk – President
Printed Name and Title

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Tax-Exempt Master Lease/Purchase Agreement #16704, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Glacier View Fire Department (Lessee).

In accordance with the Tax-Exempt Master Lease/Purchase Agreement #16704, by executing this Payment Request and Equipment Acceptance Form, the Lessee hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Lessee hereby represents and warrants for all proposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Agreement between Lessee and vendor.
2. Payment is to be made to: Payee: Midwest Fire

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) Copy of the Agreement between Lessee and vendor (if requested by the Lessor), (3) Insurance Certificate (if applicable), (4) Front and Back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba NCL Government Capital and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form an attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under this Agreement, including, without limitation, the obligation of Lessee to make the Agreement Payments with respect thereto in a proportional amount of the total Agreement Payment.
4. No amount listed in this form was included in any such form previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the date of execution and delivery of the Agreement.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Lessee's specifications and accepted for all purposes.
7. That Lessor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Agreement in full force and effect. Furthermore, Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
8. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Agreement Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Agreement Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: tgoetsch@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

Glacier View Fire Department

Signature of David Burk

David Burk – President
Printed Name and Title

SIGNATURE CARD

RE: Tax-Exempt Master Lease/Purchase Agreement #16704, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Glacier View Fire Department (Lessee).

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Glacier View Fire Department.

Glacier View Fire Department

Signature of David Burk

David Burk – President

Printed Name and Title

Signature of additional authorized individual (optional) of Lessee

Signature

Printed Name and Title

LESSEE ACKNOWLEDGEMENT

RE: Tax-Exempt Master Lease/Purchase Agreement #16704, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Glacier View Fire Department (Lessee).

Lessee hereby acknowledges that it has ordered or caused to be ordered the equipment that is in the subject of the above-mentioned Agreement.

Please complete the below information, attach another page if necessary

Vendor Name: Midwest Fire

Equipment:

Pumper All-Poly Series 1000 Gallon on a 2025 Freightliner Chassis, M2 106 crew cab 4x4
--

Cost of Equipment: \$449,029.65

Vendor Name: Midwest Fire

Equipment: Pumper All-Poly Series 2000 Gallon "T" Style on a 2025 Freightliner Chassis, M2 106 Extended cab, 4x4

Cost of Equipment: \$411,380.95

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Lessee will immediately notify Lessor if any of the information listed above has changed.

BANK QUALIFICATION ADDENDUM

Bank Qualification to Tax-Exempt Lease/Purchase Agreement #16704

This **Bank Qualification** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of 3/4/2024 and the related Equipment Schedule, between Lessor and Lessee (the "Agreement").

Bank Qualification. Lessee designates this Equipment Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Equipment Schedule was funded, in an amount not exceeding \$10,000,000. Lessee Initial here, only if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessee has caused this Bank Qualification Addendum to be executed by their duly authorized representative.

ACCEPTANCE DATE:

Acceptance Date

SIGNATURE:

Signature of David Burk

NAME:

David Burk

TITLE:

President

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

Does your PO# change annually? No _____ Yes _____

Processing time for new purchase orders: _____

REQUEST FOR CERTIFICATE OF INSURANCE

(THIS FORM IS PROVIDED FOR THE LESSEE TO APPROVE AND FORWARD TO OWNER)

TO: Customer's Insurance Agent

Description of item(s) to be insured:

Name of Agency:	X	Pumper All-Poly Series 1000 Gallon on a 2025 Freightliner Chassis, M2 106 crew cab 4x4
Agent:	X	Pumper All-Poly Series 2000 Gallon "T" Style on a 2025 Freightliner Chassis, M2 106 Extended cab, 4x4
Address:	X	
Phone Number:	X	
Fax Number:	X	

Insurable Value: \$860,410.60

We have entered into a Lease Agreement with Lease Servicing Center, Inc. dba NCL Government Capital and its assigns for the above described item(s). This is a "NET" Lease and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE. ALSO, \$1,000,000.00 OF LIABILITY COVERAGE IS REQUIRED FOR ALL MOTOR VEHICLES.

LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL AND ITS ASSIGNS

300 South Washington St

Redwood Falls, MN 56283

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee by return mail and place it with the original insurance policy or endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that Lease Servicing Center, Inc. dba NCL Government Capital and its assigns will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

*LEASE NUMBER: 16704

Phone # 320-763-7600

**Please reference the lease number (above) on the Insurance Certificate. Also, fax & mail the original to the fax number & address listed above*

Glacier View Fire Department

1414 Green Mountain Drive

Livermore, CO 80536

X

Signature of David Burk

President

INTERGOVERNMENTAL AGREEMENT
By and Between
COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL
And
Glacier View Fire Protection District
Regarding
AUTOMATIC RESPONSE AND ASSISTANCE OF
STATE RESOURCES

This Intergovernmental Agreement (AGREEMENT) is entered into between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“DFPC”) and **Glacier View Fire Protection District** (COOPERATOR), which are referred to collectively as the "Parties" and individually as a "Party".

PARTIES AND STATUTORY AUTHORITIES

Glacier View Fire Protection District is a political subdivision of the State of Colorado powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with Colorado Revised Statutes, Titles 29, 30, 31, and 32, as applicable.

DFPC is a division of the Department of Public Safety, a principal department of the executive department of state government created pursuant to C.R.S. § 24-1-110 (1) (u) and § 24-33.5-103.

Statutory Authorities

C.R.S. § 13-21-113.7	Firefighter and Incident Management Team Immunity
C.R.S. Title 24, Article 10	Governmental Immunity
C.R.S. § 24-33.5-1201 (4)	Transfer of State Forest Service Authority to DFPC
C.R.S. § 24-33.5-1203	Duties of DFPC
C.R.S. § 24-33.5-1218	DFPC Cooperation with Governmental Units
C.R.S. § 24-33.5-1219	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1224	Limitations of State Responsibility
C.R.S. § 24-33.5-1227 (3)	Authority to Enter Into Agreements for Firefighting Services
C.R.S. Title 29, Article 22.5	Wildland Fire Planning
C.R.S. § 29-1-201 thru 203	Authority to Enter Into Intergovernmental Agreements
C.R.S. § 30-10-513 and 513.5	Duties of Sheriff Relating to Fires
C.R.S. § 30-11-124	Fire Planning Authority
C.R.S. Title 32, Article 1	Special District Provisions

RECITALS

WHEREAS, wildland fire protection responsibilities on non-federal lands in Colorado follow a hierarchy of local jurisdiction (fire protection districts) to the county sheriff to the State of Colorado with the DFPC being the lead state agency for wildland fire management, and

WHEREAS, it is the duty of the Sheriffs of the various counties of the State of Colorado to report as soon as practicable the occurrence of any fire in any forest in the state, either on private or public lands, to DFPC “or its authorized agent,” and

WHEREAS, the chief of the fire department in each Colorado fire protection district is responsible for the management of wildland fires that occur within the district boundaries and that are within the capability of the fire protection district to control or extinguish, and

WHEREAS, when wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff, and

WHEREAS, when wildland fires exceed the capability of the county sheriff to control or extinguish, DFPC may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff, and

WHEREAS, the Director of DFPC shall determine, in consultation with local authorities and with the approval of the Governor, geographic areas of the state, including Wildland-Urban Interface areas, in which the state has a financial responsibility for managing forest and wildland fires, and

WHEREAS, The Director of DFPC may enter into agreements to provide firefighting services, including personnel or firefighting aircraft, engines, or other vehicles to federal, state, or local agencies.

WHEREAS, DFPC is committed to cost-effective and innovative service delivery partnerships for wildland fire suppression within Colorado, and

WHEREAS, it is the intent of the Parties that DFPC resources, including engines and firefighters, be available to assist in fire management activities on lands throughout Colorado and as needed as part of a resource mobilization for fires in other states, and

WHEREAS, **Glacier View Fire Protection District** is committed to provide cost-effective service to its citizens, is situated to provide mutual aid response, and currently has a wildland fire suppression program in place, and

WHEREAS, it is to the Parties’ mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies, and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness, and

WHEREAS, the Parties wish to enter into this Agreement to allow the DFPC to provide automatic aid in the form of personal, equipment, aircraft, etc., as needed, for use on local incidents, and

IN CONSIDERATION OF mutual and unilateral covenants, obligations, promises and warranties, the Parties agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement shall commence upon execution by both Parties and shall terminate on December 31 in the fifth year after it is executed. Either party may terminate this agreement by notifying the other party, in writing, of its intent to terminate the agreement thirty days prior to termination.

2. Automatic Aid from the DFPC. All calls for fire services within the defined automatic aid area shall result in an automatic response from the DFPC when available, as determined by the DFPC in its sole discretion. To accomplish this, DFPC will provide personnel, equipment, and items necessary to be successful in the application of this agreement. In the event that DFPC personnel are unavailable to operate DFPC equipment and vehicles, employees of **Glacier View Fire Protection District** may operate such equipment and vehicles if necessary.
See EXHIBIT A.

2.1 Automatic Aid from **Glacier View Fire Protection District**. All calls for fire/EMS services within the defined automatic aid area shall result in an automatic response from the **Glacier View Fire Protection District** when available, as determined by the **Glacier View Fire Protection District** in its sole discretion. To accomplish this, **Glacier View Fire Protection District** will provide personnel, equipment, and items necessary to be successful in the application of this agreement. In the event that **Glacier View Fire Protection District** personnel are unavailable to operate their equipment and vehicles, employees of DFPC may operate such equipment and vehicles if necessary.

3. Duration of Automatic Aid. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week until the Agreement is terminated. However, the DFPC shall only render aid when the DFPC resources are available, as determined by the DFPC in its sole discretion.

4. Automatic Aid Area. This Agreement applies to all incidents received by the **Glacier View Fire Protection District** for all addresses or occupancies within **Glacier View Fire Protection District's** jurisdiction.

5. Types of Incidents. This Agreement shall apply to all incidents requiring the need of a fire department, including structure fires in residential, commercial, recreational and rural properties, smoke or odor investigations, motor vehicle crashes (with or without injuries), and any other incident where the first response is provided by a local fire department. DFPC employees will only assist at the level to which they are trained and qualified.

6. Communication. DFPC resources will be dispatched through **Larimer County Sheriff's Office Communications Center (900)**. DFPC resources will advise **900** when en route via **800mhz** and then make contact with **Glacier View Fire Protection District Incident Commander** to receive scene information and assignment.

7. Financial.

7.1 The DFPC shall be responsible for the cost of its employees, vehicles, facilities, and equipment, including damage or loss.

7.2 The DFPC shall not seek reimbursement for the costs of providing the services set forth in this Agreement during the mutual aid period.

7.3 For reimbursable incidents, the DFPC has the right to seek reimbursement for the utilization of its personnel, vehicle, equipment, and facility as provided for by applicable incident-specific cost share agreements.

7.4 Neither Party shall encumber the funds of the other Party for any purpose at any time without separate written authorization and legal authority.

8. Insurance and Liability

8.1 Each Party shall be responsible for the acts or omissions of its own employees, subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. ("CGIA") and C.R.S. § 13-21-113.7, as applicable.

8.2 Each Party shall be responsible at all times for workers compensation insurance coverage of its employees acting within the provisions of this Agreement, including accidents, injuries and diseases which occur while acting under the direction or at the request of the other Party. Each Party shall maintain liability insurance coverage for its real and personal property, as required by law. Neither Party shall be responsible for the other Party's liabilities, fiduciary responsibilities, or workers compensation, unless expressly authorized by a separate written Agreement executed by the Parties.

9. Amendments. This Agreement may not be amended except in a writing setting forth such amendment and executed by the Parties. However, as necessary, the parties may introduce new or revised exhibits without necessitating a formal amendment to this Agreement, so long as they do not conflict with the provisions of this Agreement.

10. Severability. If any provision of this Agreement should be declared unenforceable, then the remainder of this Agreement shall continue to be binding upon the parties.

11. Relationship of Parties. The Parties enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement. Nothing contained in this Agreement and no performance under this Agreement shall alter or modify the status of a Party's directors, officers, volunteers, agents, or employees for any purpose, including but not limited to workers compensation, employee benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank procedures, methods, or categories, or for any other conditions or requirements of employment.

12. Governing Law. This agreement is entered into in Colorado and shall be governed by the laws of the State of Colorado.

13. Headings. The headings used in this Agreement are for the convenience of the Parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Agreement.

14. Authority. By signing this Agreement, representatives of the Parties acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Party.

15. Execution in Counterparts or by Facsimile or Electronic Means. This Agreement may be executed in counterparts or with signatures obtained via facsimile transmission or electronic PDF, each of which shall have full force and effect upon execution by all Parties to this Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL

APPROVAL:

By: Vaughn Jones, WFMS Chief
Colorado Division of Fire Prevention and Control

Date: _____

Glacier View Fire Protection District/Fire Department/County

APPROVAL:

By: _____

Position/Title: _____

Date: _____

CONTACT INFORMATION

Glacier View Fire Protection District

Name: Dan Knox, Fire Chief
Address: 1414 Green Mountain Drive
City, State, Zip: Livermore, CO 80536
Phone: 970.692.7359
Email: gvfdchief1@gmail.com

EXHIBIT A

This Agreement shall apply to all incidents requiring the need of a fire department, including structure fires in residential, commercial, recreational and rural properties, smoke or odor investigations, motor vehicle crashes (with or without injuries), and any other incident where the first response is provided by a local fire department. DFPC employees will only assist at the level to which they are trained, qualified and equipped.

Wildfire Response

- Personnel: provide National Wildfire Coordinating Group(NWCG) qualified Incident Commanders, overhead, and fireline leadership;
- Firefighting Personnel: provide qualified firefighters (can be configured as an engine, squad, module, handcrew, or helicopter) and associated equipment; and
- Firefighting Operations including, but not limited to: performing felling operations, structure protection, mop-up and patrol, burnout and backfire operations, equipment handling, and equipment operation.

All Risk Response

This list is not exhaustive but offers an insight into DFPC's integration into the Incident Command System for all-hazard response.

- Personnel: provide incident command, incident overhead and firefighting personnel for assistance in accordance with individual qualifications;
- Equipment: provide vehicles, engines, ATV/UTV's, etc. to assist with incident response and management; and
- Firefighting and related operations including, but not limited to: performing fire suppression, search and rescue, ventilation, fire attack, salvage and overhaul, rapid intervention team (RIT), emergency medical services (EMS), incident command, fire investigation, hazardous materials response, technical rescue, mass casualty incidents, fire prevention and public education, aviation support, motor vehicle accidents, etc.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

Instructions for Form 8038-G (Rev. September 2012)



Department of the Treasury
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not

submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC,

Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation.

A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make

an irrevocable election to pay a penalty. The penalty is equal to 1¹/₂% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to

communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other

than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not

more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

Glacier View Fire Protection District

Fire Adapted Community Alliance (FACA) Report

March 11, 2024

Glacier View Fire Protection District
Fire Adapted Community Alliance (FACA)
March Monthly Report to the GVFPD Board

March 6, 2024

The Volunteer Task Force held its fifth meeting on February 22, 2024. Steve Groeteke, Dave Burk, Dan Knox, and Tom Hausfeld were present. Previously agreed edits to the Volunteer Non-Emergency Handbook were presented to the members, and accepted as written. One Member Handbook will contain items applicable to Emergency and Non-Emergency Members, as identified. This handbook, as well as a report of Task Force recommendations, has been provided to the March Board meeting package for approval. The Task Force requests the Board send the Handbook out, and receive legal and insurance approval before the Task Force deadline of April 1, 2024.

FACA will try again to use the Fire Chief Zoom account for FACA meetings, after two failed attempts.

The Community Mitigation Volunteer Committee has been recommended to be part of FACA by the Volunteer Task Force. A name change to "Mitigation Volunteers" has been recommended by the Task Force. CMV is working with the Larimer County Sheriff's Office, Larimer County Office of Emergency Management, Loveland Fire Department, and Big Thompson Watershed to make use of their Air Curtain Burner (ACB). An Air Curtain Burner is a large dumpster size piece of equipment that will be hauled to a Glacier View slash pile site. A continuous flow of air keeps sparks and ash from escaping the ACB, allowing slash burning in conditions that would be prohibitive for open slash burning. This event is planned for April 26 and 27, with a bad weather date the following weekend. GVFPD Operations will support this activity. Matching grant funds in the FACA 2024 budget would be used to cover any expenses not fully covered by grant money.

The FACA Ambassadors will have a refresher training session with Raina Eshleman of the LCISO Wildfire Partners Program on April 4, at the firehouse. Ambassadors will be able to use the three iPads purchased with a grant from Fire Adapted Colorado. They will contact GVFPD property owners that have requested Wildfire Assessments to schedule visits.

The 2024 Firewise educational event has been scheduled for June 15, at the Firehouse. GVFPD Operations will support setup and teardown. Paul Burek of FACA will chair the event. Vendors and contributors will be contacted to confirm their participation. A search continues to find the two large binders with Firewise information from past years.

Tom Hausfeld
FACA Coordinator

Glacier View Fire Protection District

FACA Task Force Report

March 11, 2024

Fire Adapted Community Alliance Task Force (FACA) Report Out

February 22, 2024

On November 13, 2023 at the GVFPD Board Meeting the motion to establish the the Fire Adapted Community Alliance (FACA) Task Force was approved. This motion was drafted and approved by Board Member Warren Jones, and agreed by Board Member Lee Lamb, as received by Administrator Cheryl Franz. The following GVFPD residents were nominated to the Task Force:

Dan Knox, GVFPD Fire Chief
Tom Hausfeld, GVFPD FACA Coordinator
Cheryl Franz, GVFPD Administrator
Dave Burk, President, GVFPD Board
Steve Groeteke, Director, GVFPD Board

It was suggested at the end of the first meeting that Tom Hausfeld be the Task Force Chairman. The Task Force has met five times to discuss the items in the Board motion. These items were addressed as numbered in the motion, and listed below in **bold type**.

1) The name and place in the GVFPD organization the entity now known as the Fire Adaptive Community Alliance (FACA)

All Task Force members agreed that the FACA name should be changed. The leading suggestion for a new name was "CWPP Implementation Team". This is appropriate since the current group was formed after the creation of the GVFPD Community Wildfire Protection Plan (CWPP), with the mission of CWPP implementation. CWPP is also an acronym widely known throughout the Wildland Fire Community, and instantly communicates the purpose of the group. Tom Hausfeld received approval input from the current FACA members at the FACA meeting the first week of December.

There was considerable discussion of where to locate the current FACA group in the GVFPD Organization. Resolution Number 2022-09-02 places FACA under the GVFPD Board, with a designated Board liaison. Subsequently, there was a motion at the April GVFPD Board Meeting to move FACA to report to the Fire Chief. This motion did not pass with a 2-2 vote by the Board Members.

The Pro's for moving the CWPP IT under the Fire Chief include:

- 1) It follows Firehouse Tradition that everyone in the Fire District reports to the Chief
- 2) The CWPP IT Coordinator would have one source of direction, instead of five Board Members.
- 3) Would promote closer cohesion to the Emergency Responders, and make it more likely for Emergency Responder Members to volunteer in CWPP IT activities.

The Con's for moving the CWPP IT under the Fire Chief include:

- 1) The mission of the CWPP IT (wild fire prevention) and the Operations Department (emergency response) are not drawing resources from each other.
- 2) The Fire Chief is already spending long hours leading the Operations Department. Do we want to load him down even more?
- 3) What oversight and reporting of CWPP IT activities will the Fire Chief require? Will this lead to more bureaucracy, and further slow down CWPP IT activities?
- 4) Will a request or suggestion from one Board Member to the Chief lead to an Order from the Chief to CWPP IT, without knowledge of the other Board Members?

An initial vote was taken whether to recommend moving FACA to report to the Wildland Assistant Fire Chief, Peter Henderson. The results were as follows:

For: Cheryl Franz, Dave Burk
Against: Tom Hausfeld, Steve Groeteke
Absent: Dan Knox

It was suggested, and agreed by all, to invite Peter Henderson to the next Task Force meeting, to get his opinion, as well as the input of the Fire Chief.

At the next meeting, email input from Peter Henderson was in favor of putting the CWPP Implementation Team under the Fire Chief. Chief Dan Knox also said he wanted CWPP IT to report to the Fire Chief.

After further review, Tom Hausfeld believes that this is a more important issue for the supporters of reporting to the Fire Chief, than it is for the CWPP Implementation Team. It has become a wedge issue. Tom believes the CWPP Team can report to the Fire Chief, if the Fire Chief can allow the CWPP IT Coordinator to make decisions with a minimum of interference.

With Cheryl Franz no longer participating in FACA Task Force Meetings since her resignation as District Administrator, the FACA Task Force vote on whether to have the CWPP IT Coordinator report to the Fire Chief becomes:

For: Dave Burk, Dan Knox, Tom Hausfeld
Against: Steve Groeteke

The Task Force Recommendation to have the CWPP IT report to the Fire Chief passes the Task Force with a 3-1 vote.

2) A resolution of the Member Handbook issue

Dave Burk gave the history of the Member Handbook. It was four handbooks at one time, and then consolidated into one. The Volunteer Handbook was created as a separate handbook this summer, and approved by the Board at the September Board

meeting. The current Volunteer Handbook does not grant Membership status to volunteers. This presents liability and insurance coverage issues, per the November 1, 2023 meeting with the legal and insurance representatives.

A unanimous vote of the four Task Force members present agreed to merge the Volunteer and the Member Handbook to one document, granting volunteers, including CWPP IT, membership status. This will provide liability and insurance coverage to volunteer activities, including during fire mitigation events.

The Community Mitigation Volunteers, which were once considered part of FACA, will again be part of the CWPP IT, with full member status.

Tom Hausfeld volunteered to edit the membership language in the Volunteer Handbook to provide membership status to volunteers. This new language will be presented at the March 11, 2024 GVFPD Board Meeting for approval.

3) An amendment to the Board Resolution dated September 12, 2022 to more accurately describe the function of the FACA

The Task Force unanimously agreed to change the Resolution in the following manner for item 3:

3: Establish a standing Community Wildfire Protection Plan Implementation Team with members from the GVFPD membership. They will be working with District property owners, representatives of homeowner associations and other organized groups within the District to plan and implement actions focusing on prevention, safety & evacuation, resident mitigation, partnerships & community engagement and landscape treatment.

The Task Force also agreed to incorporate the new FACA name, "Community Wildfire Protection Plan Implementation Team", or "CWPP IT", into the resolution, when determined.

4) Actions to tie up various loose ends of the structure and function of the FACA

The Glacier View Fire Protection District has created a Community Wildfire Protection Plan Implementation Team. It is a group of volunteer members in addition to the Emergency Response Operations Group within the Fire Department. Each works to achieve the objectives of the Community Wildfire Protection Plan (CWPP). Many people serve on multiple Committees, as their time and talents allow.

CWPP IT has been organized into the following Committees. Their past accomplishments, and future goals are listed below:

- 1) **Firewise Committee** - GVFPD has hosted a Firewise Event each of the past five years. Community organizations, such as UC Health, Air Medivac, Coalition for the Poudre River Watershed, Ember Alliance, Colorado State Forest Service, Larimer

County Sheriff's Office, Larimer County Office of Emergency Management, and others have manned educational booths. This allows them outreach to our property owners, and allows our property owners to ask questions and learn about fire mitigation activities and the Home Ignition Zone. Last year's event was held on the last Saturday in June. CWPP IT plans to host another Firewise event this year on June 15, 2024 at the GVFPD Firehouse.

- 2) **Ambassador Committee** - Seven members of the GVFPD CWPP IT organization have been trained by the Larimer County Sheriff's Wildfire Protection Program. Raina Eshleman has given both classroom and field training to our Ambassadors. Property owners can request a Wildfire Ambassador visit. After receiving signed liability forms, they will go to assess property for wildfire risk and suggest actions to take to reduce wildfire loss. They will follow the guidelines of the Home Ignition Zone brochure, which will be provided to the home owner before the assessment. An electronic assessment report will be provided, with a follow on assessment provided after mitigation efforts, if requested. Three iPads, three laser pointers, and supporting materials have been procured for three sets of two Ambassadors each to be able to visit properties to perform assessments. Eleven property owners have requested assessments to date. These will be scheduled in the spring of 2024. Our goal is to complete 25 assessments in 2024, 50 in 2025, and 100 in 2026. We hope to increase the number of trained Ambassadors to 20 by that time.
- 3) **Grant Committee** - Four Larimer County Office of Emergency Management (OEM) grants have been awarded in 2022 and 2023 to various groups within the Glacier View Fire Protection District. These grants totaled over \$28,600. None of these have been awarded to the GVFPD by name. The GVFPD CWPP IT would like to apply for a Larimer County OEM grant, AIM grant as well as FRWRM grants in 2024. CWPP IT has teamed with the Crystal Lake Fire Protection District and the Poudre Canyon Fire Protection District, as well as the Coalition of the Poudre River Watershed and Larimer County OEM to apply for the Community Wildfire Defense Grant. This grant money would be used to provide funds to property owners to hire contractors for wildfire mitigation work on their private properties.
- 4) **Education and Information Committee** - This committee works to reach out to our community to inform them about wildfire risk, how to perform wildfire mitigation, and the resources available to them. This involves traditional print materials, as well as electronic and social media. This is probably the area where we need the most help, in 2024.
- 5) **Mitigation Volunteers** - Previously known as the Community Mitigation Volunteers, received a \$5000 grant from Larimer County OEM to purchase and establish a fire mitigation tool library. Members can check out chain saws and pole saws to do fire mitigation work on roadways and private property. To date, five evacuation routes have been widened by removing biomass that could have restricted emergency vehicle access. Work on three more roads are planned in 2024, and three more again in 2025.

The CWPP IT Coordinator will develop Standard Operating Guidelines (SOG) for the following activities before CWPP IT Members can perform the following functions:

- 1) Fire mitigation activities, including felling trees, limbing trees, hauling slash.
- 2) Slash elimination activities, including air curtain burners, chipping, slash pile burning.
- 3) Fire Risk Assessments of property owners in the District, including visiting properties with the owner present, walking the property, and operating iPads with reporting software.
- 4) Additional SOG's, as required for future undefined activities.

SOG's can be written by District Members, then approved by the CWPP IT Coordinator and the Fire Chief.

5) Clarifications to the CWPP "table"

Tom Hausfeld proposed asking the CWPP IT membership to review the Table of Action Items in the CWPP before the January CWPP IT meeting. The short term goals were selected, and listed in the Committee descriptions above

These activities will support completing the action item "boxes" in the CWPP document.

6) Steps needed to develop administrative processes related to these actions.

The following administrative processes need to be developed.

- 1) The CWPP IT Coordinator should attend the monthly Fire Chief meeting. He should be added to the distribution list for such meeting invitations, and minutes.
- 2) The CWPP IT Coordinator will continue to submit a CWPP IT monthly report to the GVFPD Board Meeting package, and attend the GVFPD Board meeting when possible.
- 3) The CWPP IT Coordinator will submit an operating budget to the GVFPD Fire Chief. The CWPP IT Coordinator will be responsible for the management of the CWPP IT budget during the fiscal year.
- 4) Grant proposals should be submitted to the GVFPD Board for expeditious approval, before applications are submitted to the awarding agency, so that the funds are accepted by the GVFPD Board when awarded.
- 5) An approval process to communicate and advertise CWPP IT activities through visual and social media needs to be developed.

This concludes the report out of the FACA Task Force. The Task Force asks for Board Approval at the March 11, 2024 Board Meeting of the following items:

- 1) Approve the name change from Fire Adapted Community Alliance to Community Wildfire Protection Plan Implementation Team.
- 2) Approve the newly drafted Member Handbook.

- 3) Agree that GVFPD Member status for CWPP IT Members eliminates liability and insurance issues, with properly signed waivers from property owners, and compliance to the Member Handbook, and following SOG's.
- 4) Approve the organization change to have the CWPP IT report directly to the Fire Chief.
- 5) Approve the CWPP IT Coordinator to provide a monthly report to the GVFPD Board Meeting.
- 6) Approve the CWPP IT Coordinator attending the monthly Officer's Meeting.
- 7) Agree that the CWPP IT Ambassadors and the Mitigation Volunteers can now begin wildfire risk property assessments and fire mitigation activities upon receipt of signed liability waivers from the property owner, and completion of the above SOG's.
- 8) Agree to send the Board approved Member Handbook for legal and insurance provider approval.

Respectfully submitted,
The FACA Task Force

Tom Hausfeld, GVFPD FACA Coordinator, Task Force Chairman
Dan Knox, GVFPD Fire Chief
Dave Burk, President, GVFPD Board
Steve Groeteke, Director, GVFPD Board

GLACIER VIEW FIRE PROTECTION DISTRICT MEMBER HANDBOOK

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Effective: **March 31, 2024**

GLACIER VIEW FIRE PROTECTION DISTRICT HANDBOOK

Effective **March 31, 2024**

IMPORTANT

THIS HANDBOOK SETS FORTH THE RULES, POLICIES, PROCEDURES AND BENEFITS FOR THE GLACIER VIEW FIRE PROTECTION DISTRICT ("FIRE DISTRICT") AS IT RELATES TO MEMBERS. THE FIRE DISTRICT BOARD HAS THE RIGHT TO CHANGE THIS HANDBOOK ANY TIME WITHOUT NOTICE, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

THE RULES, POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS HANDBOOK ARE CURRENT AS OF **March 31, 2024**, AND SUPERSEDE ALL PRIOR FIRE DISTRICT RULES, POLICIES, PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

NOTICE

EVERY INDIVIDUAL PROVIDING VOLUNTEER SERVICES TO THE FIRE DISTRICT DOES SO FOR CIVIC, CHARITABLE AND/OR HUMANITARIAN REASONS, WITHOUT PROMISE, EXPECTATION OR RECEIPT OF COMPENSATION FOR THE SERVICE.

THIS HANDBOOK APPLIES TO ALL MEMBERS NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS HANDBOOK OR ANY OTHER FIRE DISTRICT DOCUMENT (WHETHER IN PAPER OR ELECTRONIC FORM), OR ANY STATEMENT MADE BY A FIRE DISTRICT DIRECTOR, EMPLOYEE, MEMBER, AGENT OR REPRESENTATIVE, ANY MEMBER'S VOLUNTEER SERVICES MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON, IN THE FIRE DISTRICT'S SOLE DISCRETION, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

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Section 1

DEFINITIONS AND GENERAL STATEMENTS

A. Definitions

1. **Applicable Law.** All federal, state, and local constitutional, statutory and common laws, rules, regulations, ordinances, codes, and protocols that apply directly or indirectly to the Fire District and/or its Directors, officers, employees, members, agents, or representatives.
2. **Board.** The Fire District's Board of Directors, comprised of five elected officials, which serves as the governing body.
3. **Communications Systems.** The Fire District's communications and messaging systems, including but not limited to, personal desktop and laptop computers, server(s), telephones, handheld electronic devices, electronic storage devices, pagers, fax machines, cellular telephones, radios, internet, and intranet.
4. **Community Wildfire Protection Plan (CWPP) Implementation Team.** Non-Emergency Members who provide non-emergency wildfire risk reduction and educational services to the District.
5. **Community Wildfire Protection Plan (CWPP) Implementation Team Coordinator.** The leader of the CWPP Implementation Team, reporting to the Fire Chief. The Coordinator is responsible for implementing all GVFPD rules and applicable law, and the effective and efficient operation/administration of all aspects of the CWPP Implementation Team.
6. **Non-Emergency Responder Team Coordinator.** The leader of a team of Non-Emergency Responder Members assisting in the work of the Fire District. The Coordinator reports to the Fire Chief.
7. **Designee.** An employee, member, or other person to whom the Fire Chief has delegated or assigned a specific duty, responsibility, or activity.
8. **Electronic Transmissions.** All forms of electronic transmissions, including communications created, stored, received, or sent on the Fire District's communications systems (whether embedded in software or otherwise), including but not limited to, e-mail, text messages, pager messages, instant messages, voicemails, access to internet websites, and any other internet or other electronic

transmissions.

9. **Employee(s).** Any individual hired and compensated by the Fire District on a full-time, part-time, or temporary basis. The term "employee(s)" includes Part-Time Firefighters, unless expressly excluded by use of the term "full-time employee(s)". The term "employee" does not include Directors, independent contractors, volunteers, members, active retirees, or consultants.
10. **Emergency.** Any unforeseen event capable of or actually causing property damage, personal injury or loss of life.

B.

C.

1. **Emergency Response Member(s).** The Fire District's volunteers who directly perform fire protection (suppression) activities and/or emergency medical services and other related duties. An Emergency Response Member is a volunteer as defined by the FLSA. Specifically, Emergency Response Members provide services for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the service.
2. **Family Member.** A member's immediate family member including any person related by blood, marriage, civil union, or adoption; a child to whom the member stands in loco parentis or a person who stood in loco parentis to the member with the member was a minor; or a person for whom the member is responsible for providing or arranging health- or safety-related care.

3. **Fire Chief.** The Fire District’s Chief, appointed by, serving at the pleasure of, and acting under the direction of the Board. The Fire Chief is the Commander in Chief of the Operations Department of the Fire District and is responsible for implementing all Operational Department rules and applicable law, and the effective and efficient operation/administration of all aspects of the Operations Department of the Fire District.
4. **Fire District.** The Glacier View Fire Protection District, a political subdivision of the State and a unit of local government.
5. **Fire District Apparatus.** All fire apparatus, vehicles, or other motorized machinery capable of movement that the Fire District owns, leases or controls.
6. **Fire District Premises.** All buildings, offices, facilities, grounds, parking lots, places, Fire District Apparatus, and equipment that the Fire District owns, leases or controls.
7. **FLSA.** The Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* and the federal regulations interpreting or implementing the FLSA, 29 C.F.R. Part 500 *et seq.*
8. **Fine.** A monetary payment to the Fire District as a result of a disciplinary action.
9. **FPPA** – Fire & Police Pension Association
10. **Illegal Drug(s).** Any substance that is illegal in the United States under any applicable law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, and which is being possessed, sold, or used illegally.
11. **Job/Position Description.** The written standard of minimum qualifications, duties and responsibilities of each employees’ or members’ position and rank.

D.

12. **Non-Emergency Response Member(s).**

E.

- 1.

F.

Non-Emergency Members aid the District in non-emergency support situations, including planning/organizing GVFPD events, fundraising, attending or planning community events, assisting with department projects, data entry, volunteer for other GVFPD committees, and other functions assisting with various needs. They also perform fire mitigation and educational

functions. **Specifically, Non-Emergency Response Members provide services for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the service. Non-Emergency Members will not respond to emergency calls.**

1. **Probation.** A period: a) immediately following an original appointment or promotion, during which a member is expected to demonstrate his/her ability to perform the duties of the position, or b) imposed as part of a corrective or disciplinary action, during which a member is expected to comply with and fulfill the terms and conditions of the probation. The initial probationary period for a member is 1 year from the date of appointment. The probationary period for a corrective or disciplinary action is up to 6 months unless a different probationary period is established. The fact that a member successfully completes his/her probation does not change his/her at-will status; nor does the probation create any right of continued employment or service during the probationary period.

20. **Public Health Emergency.** An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infections agent for which an emergency is declared by a federal, state, or local public health agency; a disaster emergency is declared by the governor; or a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.
21. **Rule(s).** A written or oral rule, policy, practice, or procedure established by the Board, whether or not physically incorporated into this Handbook, or an SOG established by the Fire Chief or a Designee.
22. **Shall and May.** "Shall" means mandatory. "May" means permissible.
23. **Social Media and Posts.** Websites hosted by individuals or entities on which individuals and entities communicate by posting information, sending emails and/or otherwise sharing data including, but not limited to, all forms of on-line community activities, such as on-line social networks, message boards, conversation pages, photo sharing websites, and chat rooms, Wikis such as Wikipedia and any other site where text can be posted, Facebook, My Space, Friendster, personal blogs (*i.e.*, BlogSpot, CafePress, *etc.*), Photobucket, Flickr, YouTube, Twitter, Yahoo, Google (including Google Docs, Gmail and other applications). This definition also applies to new forms of communication that may arise the future. Posts will consist of messages sent through or placed on Social Media websites by users, whether in the form of emails, "status updates", "wall" messages, tweets, diary entries, instant messages, web log (or "blog") entries, photographs, videos, *etc.*
24. **Standard Operating Guidelines (SOGs).** Written orders issued by the Fire Chief or a Designee to implement Operations Department rules and to administer the Operations Department efficiently and effectively, consistent with the authority granted by the Board and applicable law. Board approval required.
25. **You(r).** All Fire District members, except where the context indicates the term is intended to apply to a more limited group, such as employees

B. The Fire District's Goals and Purposes.

The Fire District's goals and purposes are to provide fire prevention, fire suppression, hazardous materials response, rescue, disaster preparedness, ambulance (directly or through a third-party provider), and emergency medical services to its citizens and their property, persons conducting business in or traveling through the Fire District, and areas outside the Fire District through intergovernmental agreement, to the extent allowed by applicable law.

By providing the foregoing services, the Fire District will help preserve human life and prevent human injury, suffering, or discomfort and the destruction of property from fire, medical crisis, hazardous materials incidents, storm, flood or other natural or manmade disasters. This

Handbook is intended to implement and promote the Fire District's goals and purposes and shall be applied and interpreted accordingly.

C. Your Duty to Know and Comply with All Rules and to Use Good Judgment.

You are responsible for knowing and complying with this Handbook and demonstrating good judgment at all times (*i.e.*, "do what is right, and do it the right way."). If you have a question about a rule, you shall ask your supervisor for clarification before taking any action that could violate the rule.

D. Standard Operating Guidelines.

The Fire Chief or a Designee shall supplement this Handbook with Standard Operating Guidelines ("SOGs"). SOGs enable the Fire Chief to efficiently administer the Operations Department of the Fire District consistent with the authority granted by the Board and applicable law, and to implement Board rules. If there is a conflict between this Handbook and an SOG, follow this Handbook.

E. Emergency Suspension of Rules and SOGs.

The Board, the Fire Chief, or a Designee may suspend or modify any rule or SOG to meet the demands of an emergency.

F. Effective Date.

This Handbook is effective **March 31, 2024**. All prior Fire District rules and benefits not contained in this Handbook are repealed, discontinued or eliminated as of this date. This repeal, however, does not affect any corrective or disciplinary action begun or taken before the effective date.

G. Amendments.

The Board has the right to adopt, amend, or rescind any rule or benefit at any time. The Board may modify this Handbook at any time through an affirmative majority. No individual Director, supervisor, employee, member or third-party is authorized to modify any rule or benefit by agreement, practice, or otherwise. Regardless of whether a Board amendment is physically incorporated into this Handbook, it takes effect immediately upon adoption, unless the Board indicates otherwise.

H. Safety Policy.

The Fire District strives to establish and maintain safe working conditions for its members and to protect its members and the general public from injury or property damage. You shall exercise good judgment in performing work assignments in a safe manner at all times. If you have a question about the safety of or hazards to members or the public, you shall contact your supervisor immediately. You shall report an unsafe practice or condition to your supervisor immediately.

You shall maintain complete familiarity with, and at all times obey, all Fire District safety rules

and all applicable laws relating to safety. If you have a question about a safety rule or applicable law, you shall contact your supervisor immediately. You shall attend all safety meetings, equipment demonstrations, workshops, and other safety programs required by the Fire District.

Non-Emergency Members will not go on-scene of any emergency.

I. The Board's Reservation of Power and Authority.

Nothing in this Handbook shall be deemed an irrevocable delegation of any express or implied power or authority of the Board. The Board expressly reserves to itself all express and implied powers or authority vested in it by applicable law. The Board may at any time take any action required or permitted by this Handbook, including but not limited to hiring, terminating, and imposing corrective or disciplinary action against any member.

J. Severability.

If any part of this Handbook is held by judicial review to be invalid, every other part of this Handbook not specifically held to be invalid shall continue in full force and effect.

Section 2

MEMBER PERFORMANCE POLICIES

A. Equal Employment/Service Opportunity.

The Fire District provides equal employment and service opportunities to all applicants, employees, and members without regard to race (including characteristics associated with race such as hair type, hair texture, and protective hairstyles), color, religion, creed, sex, gender, sexual orientation, transgender status, gender identity or gender expression, national origin, ancestry, disability, pregnancy, genetic information, age, marital status, military status, veteran status, membership or non-membership in a labor organization or status in any other group protected by applicable law. This policy applies to all terms and conditions of employment/service, including but not limited to hiring/appointment, transfer, promotion, demotion, termination, benefits, lay-off, compensation and training.

Every effort shall be made to ensure that all employment/volunteerism decisions, programs and personnel actions are administered in conformity with the principle of equal employment/service opportunity. You are responsible for supporting these objectives and implementing this policy. You shall assist in promoting a workplace environment free of illegal harassment or discrimination. No employee or member shall be coerced, intimidated, harassed or retaliated against for reporting a violation of these policies.

B. Harassment and Discrimination Prohibited - Generally.

The Fire District prohibits any form of harassment or discrimination of an employee or member based on race (including characteristics associated with race such as hair type, hair texture, and protective hairstyles), color, religion, creed, sex, gender, sexual orientation, transgender status, gender identity or gender expression, national origin, ancestry, disability, pregnancy, genetic information, age, marital status, military status, veteran status, membership or non-membership in a labor organization or status in any other group protected by applicable law. You are prohibited from engaging in unlawful harassment or discrimination while on-duty or engaged in any Fire District-related activity, including Fire District-related activities occurring off the Fire District Premises. You also are prohibited from illegally harassing or discriminating against any other employee or member or person while on duty, or while in any manner representing the Fire District in any capacity. Illegal harassment or discrimination that interferes with an employee's or member's ability to perform his/her duties is prohibited.

C. Sexual Harassment Prohibited.

The Fire District prohibits sexual harassment. No one at the Fire District, including Directors, officers, supervisors, employees, members, patients, vendors or any other person, may make sexual advances or requests for sexual favors, or engage in any other verbal/physical conduct of a sexual or gender-based nature, or based upon an individual's sexual orientation, gender identity, gender expression, or transgender status where:

1. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an employee or member's work performance or member's volunteer service or creating an intimidating, hostile, or offensive work environment; or
2. It is obvious or implied that tolerating or submitting to the conduct is a condition of employment/service, or will be used for the basis of any employment/service decision, including but not limited to, appointment, hiring, firing, performance appraisals, salary, benefits, position, job transfers, promotions, or any other decision affecting any term or condition of employment/service with the Fire District (all such conduct is defined in this policy as "sexual harassment").
3. An employee, member or applicant shall not be subjected to sexual requests or insulting behavior or language based on gender or sexual orientation. An employee, member or applicant shall not be led to believe any employment/volunteer opportunity or benefit will in any way depend on his/her cooperation with sexual demands or that he/she shall tolerate a sexually offensive environment.
4. You shall conduct yourself in a professional and business-like manner at all times and refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment. Such conduct includes, but is not limited to:
5. Sexually implicit or explicit communications whether in written form (such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing) or oral form (such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates); and,
6. Physical gestures and other non-verbal behavior (such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body).

Even "innocent" conduct may constitute sexual harassment. Regardless of your intent, conduct that a reasonable person would find offensive may constitute sexual harassment and is prohibited.

D. No Apparent Authority.

Regardless of title or position, no Fire District employee or member, including but not limited to officers and supervisors, and no Fire District Director has the authority (express, actual, apparent or implied) to harass or discriminate against an employee, member or any other person. This policy applies while on the job or during any Fire District-related activity.

E. Procedure for Reporting Illegal Harassment or Discrimination.

1. Mandatory Reporting.

You shall report immediately any unlawful harassment or discrimination to which you are

subjected or which you observe. The chain of command shall not be followed. Instead, you shall report it directly to the Fire Chief if a member of the Operations Department, or to the District

Administrator if an employee of the Administrative Department. If the report involves the Fire Chief or District Administrator, you shall report the harassment or discrimination to a Board member. If the report concerns sexual harassment, you may request that a person of the same gender be provided to receive your report. The Fire District prohibits any employee or member from subjecting you to retaliatory action for reporting illegal harassment or discrimination.

2. Confidentiality.

Information concerning a complaint of illegal harassment or discrimination will be treated as confidentially as practicable under the specific circumstances.

3. Investigation.

Once a report of illegal harassment or discrimination is made, the Fire Chief or District Administrator, as appropriate, will promptly investigate it. If the report involves the Fire Chief or District Administrator, the investigation will be conducted by a Board member committee, and outside human resources consultant, or in such other manner as the Board deems appropriate in its sole discretion. If the report involves a Board member, the investigation will be conducted by an outside human resources consultant or in such other manner as the Board deems appropriate in its sole discretion. The complaining party, the accused, and any witnesses may be interviewed separately to establish the facts of the situation.

4. Resolution.

After the facts have been determined, the complaining party and the accused will be advised of the results of the investigation. If the investigation substantiates the complaint, appropriate action will be taken.

5. Retaliation.

An employee or member shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You shall report retaliation in the same manner as a complaint of illegal harassment or discrimination.

F. Pregnancy, Childbirth, Nursing and Related Medical Conditions.

The Fire District treats pregnant members and applicants the same as all other members or applicants. The Fire District will not exclude you from service because of pregnancy, childbirth or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

As with any other member, you will be permitted to volunteer as long as a physician determines you can perform the essential functions of the volunteer position. If you are unable to perform the essential functions of the volunteer position, the Fire District will treat you in the same manner as it treats other temporarily disabled members.

To ensure a pregnant line-member is capable of performing the essential functions of the volunteer position, and does not pose a risk to herself, the public or a fellow line-member in the performance of her duties, the Fire District will require the pregnant line-member to provide medical certification from her physician on a regular basis, but no less than every 30 days (and may require it more frequently during the later stages of pregnancy), stating the line-member is capable of fully performing the essential functions of the volunteer position. If at any time your physician determines you cannot fully perform the essential functions of the volunteer position, the Fire District may require you to accept a temporary reassignment to a non-line volunteer position, if any, or to take a leave of absence, if appropriate under the circumstances. Further, if at any time the Fire District has an objective basis to believe you cannot fully perform the essential functions of the volunteer position, the Fire District may require you to submit to a fitness for duty examination by the Fire District's medical advisor. You may be required to submit a physician's statement that you are fit for duty before returning to your regular line position.

G. Non-Discrimination Against and Accommodation of Individuals with Disabilities.

1. Generally.

The Fire District complies with the Americans with Disabilities Act and all other applicable laws prohibiting discrimination in service against qualified individuals with disabilities. The Fire District also provides reasonable accommodation for such individuals in accordance with these laws. If you believe you have been discriminated against or that the Fire District has failed to provide reasonable accommodation, you shall file a complaint in accordance with Section 2(E), above.

2. Procedure for Requesting Accommodation.

If you believe you are a qualified individual with a disability, you may make a written request for reasonable accommodation(s) to the Fire Chief or District Administrator as appropriate. The Fire Chief or District Administrator, as appropriate, will meet with you to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) the Fire District might make to help overcome those limitation(s). The Fire Chief (and, if necessary, other Fire District representatives identified as having a need to know) will determine the feasibility of the requested accommodation(s), considering various factors, including, but not limited to, the nature and cost of the accommodation(s), the availability of tax credits and deductions, outside funding, the Fire District's overall financial resources and organization, and the accommodation's impact on Fire District operations, including its impact on other members to perform their duties and the Fire District's ability to conduct its business and fulfill its purpose. You will be informed of the decision of the Fire Chief on the accommodation request within a reasonable period. Different obligations may apply to members under the ADA compared to employees given the different relationship with the District.

H. No Absolute Right of Work Stoppage or Slowdown.

The lack of fire and emergency services results in loss and devastation. Your commitment to public service and professional ethics requires you to carry out assignments as directed. For these

reasons, and in accordance with applicable law, you do not have the absolute right to engage in any work stoppage or slowdown; nor do you have the absolute right to refuse to work for any reason. You may be subject to corrective or disciplinary action, up to and including termination

of volunteer services, for engaging in, or attempting to engage in, such conduct to the extent your conduct is not authorized by applicable law.

I. Personnel and Confidential Records.

A personnel file is maintained for you. Personnel files are kept in a locked, secure place to which only the Fire Chief or District Administrator, as appropriate, and other authorized personnel have access for job-related purposes. Unauthorized personnel are prohibited from reviewing the personnel files. You may review your personnel file in the presence of the Fire Chief or District Administrator, as appropriate, at a time established by the Fire Chief or District Administrator. No material may be removed from a personnel file. This rule does not prohibit the disclosure of information in your personnel file when legally required. The personnel files are the Fire District's property. You may request a copy of your personnel file in writing. Copying costs permitted by applicable law will apply.

You are responsible for immediately notifying the Fire District's administrative offices of any change in address, telephone number, work status, marital status, or military status, change of the name or telephone number of the person to be notified in case of emergency, any change in driver's license status, and any change in insurance records. You also are responsible for providing the Fire District with records concerning any licenses or certificates required for the performance of your job, and any documents showing that education or training required for the position has been completed.

J. Terminating Your Volunteer Service.

1. Notice.

You may terminate your volunteer service at any time without prior notice to the Fire District. In order to avoid disruption of its emergency services, the Fire District would appreciate all members giving at least two weeks' notice.

2. Return of Fire District Property - Failure to Return Reduces Final Pay.

You shall return all Fire District property on or before the last day of work. Members who do not return Fire District property shall reimburse the Fire District in the amount necessary to replace the property. The Fire District may take appropriate action to recover its property (or the value of the property).

3. Final Reimbursement.

Final reimbursement will be processed in accordance with the Fire District's normal payroll policies and procedures in effect at that time.

K. Appointment/Promotion of Fire Chief; Assistant Fire Chief, CWPP Implementation Team Coordinator.

1. Director Limitations

The Fire District Board has determined that the "incompatibility of offices" doctrine prohibits a Fire District Director from being an active volunteer or active retiree. Accordingly, an active Fire

District volunteer or active retiree shall resign from the Fire District's Volunteer Program or Active Retiree Program, as applicable, upon being elected to a Fire District Director position. A Board member's application for acceptance into the Fire District's Volunteer Program Active Retiree Program, as applicable, will not be considered as long as he/she serves on the Board.

The FLSA prohibits an employee from volunteering the same services to the Fire District without being compensated. As a result, the Fire District does not permit an employee also to serve as a member, or active retiree where the volunteered services would be substantially the same as the employee's duties. A Fire District member, or active retiree shall cease such volunteer activities if he/she is hired as a Fire District employee where his/her duties as an employee would be substantially the same as his/her volunteered services.

Subject to the foregoing paragraphs, the Fire District appoints, hires and promotes from within when it is in the best interest of the Fire District and its citizens to do so. All qualified, active Fire District members are potential candidates for appointment, hire or promotion to any new or vacant position.

2. Appointment of Fire Chief.

The Board has sole discretion to determine how to fill a vacancy of the Fire Chief including whether to promote from within the Fire department, or to solicit applicants from the Fire District and/or outside the Fire District. All rules with respect to the promotion or hiring process shall be in accordance with applicable law.

Subject to this Handbook and applicable law, the Fire Chief is solely responsible for appointing, hiring and promoting individuals for all positions below the Fire Chief of the Operations Department other than the Assistant Fire Chief. Volunteers are appointed and promoted in accordance with Section 98 of this handbook and applicable SOG(s).

Applicants and members are expected to meet the training and certification requirements, along with other duties and responsibilities, as set forth in the Fire District's job description for the position. Failure to meet the training and/or certification requirements within the specified time may result in demotion or termination as appropriate in the Fire Chief's sole discretion.

Typically, the Board will follow the process outlined below for the appointment of a Fire Chief. Such process may be changed subject to the Board's discretion and based on the needs of the District.

Fire Chief hiring/appointment

- a. Normal position opening will be posted in October for a December appointment. Interested candidates shall submit a letter of intent with their qualifications to the Board of Directors by the end of October. If an opening occurs at any other time within the year, the Board will assign as appropriate and proceed with appointment process at that time.
- b. The Board of Directors will create an "appointment committee" to review letters and interview candidates. If no member is determined to be acceptable, an outside search will be initiated.

- c. The “appointment committee” will determine best potential candidate and discuss their findings with the Board of Directors. If potential candidate is a

current member and acceptable to the Board of Directors, the members will be polled through secret ballot as to their acceptance or not of the candidate. Members will not poll non-member candidates.

- i. The “appointment committee” will oversee the secret ballot that will include sections of Approve/Disapprove and Comments.
- d. Unless member response dictates further review, the member candidate shall be appointed by a quorum vote of the board and start in January of upcoming year. A non-member candidate will be appointed by a quorum vote and start in January of upcoming year. They will be introduced to members after appointment.
- e. The Fire Chief shall serve a 2-year term commencing in January. The second year will be contingent on a positive written evaluation of the prior year performance by the Board of Directors.

3. Appointment of Assistant Fire Chief.

The Assistant Fire Chief is appointed by and serves at the pleasure of the Board of Directors and acts under the direction of the Fire Chief. The Fire Chief may appoint the Assistant Fire Chief but only after approval of the Board of Directors. Typically, the District will follow the process outlined below for the appointment of an Assistant Fire Chief. Such process may be changed subject to the Fire Chief and/or Board’s discretion and based on the needs of the District.

- a. Position opening will be posted in October for a December appointment. Interested candidates shall submit a letter of intent with their qualifications to the Board of Directors by the end of October.
- b. The Board of Directors shall assign a Board Member who, along with the incumbent Fire Chief will review letters and interview candidates. If the incumbent Chief is term limited, the review process will be done after the new Chief is appointed. When no member is determined to be acceptable, an outside search will be initiated.
- c. The Chief and Board Member will determine best potential candidate and discuss their findings with the Board of Directors.
- d. If potential candidate is a current member and acceptable by the Board of Directors, the members will be polled through secret ballot as to their acceptance or not of the candidate. Members will not poll non-member candidates.
 - i. The Board Member will oversee the secret ballot that will include sections of Approve/Disapprove and Comments.
- e. Unless member response dictates further review, the member candidate shall be appointed by the Chief and start in January of upcoming year. A non-member candidate shall be appointed by the Chief and start in January of upcoming year. The candidate will be introduced to the members after their appointment.

4. Appointment of CWPP Implementation Team Coordinator(s).

The CWPP Implementation Team Coordinator is appointed by and serves at the pleasure of the Board of Directors and acts under the direction of the Fire Chief. The Fire Chief may appoint the CWPP Implementation Team Coordinator but only after approval of the Board of Directors. Typically, the District will follow the process outlined below for the appointment of a CWPP Implementation Team Coordinator. Such process may be changed subject to the Fire Chief and/or Board's discretion and based on the needs of the District.

- a. Position opening will be posted in October for a December appointment. Interested candidates shall submit a letter of intent with their qualifications to the Board of Directors by the end of October.
- b. The Board of Directors shall assign a Board Member who, along with the incumbent Fire Chief will review letters and interview candidates. If the incumbent Chief is term limited, the review process will be done after the new Chief is appointed. When no member is determined to be acceptable, an outside search will be initiated.
- c. The Chief and Board Member will determine best potential candidate and discuss their findings with the Board of Directors.
- d. If potential candidate is a current member and acceptable by the Board of Directors, the members will be polled through secret ballot as to their acceptance or not of the candidate. Members will not poll non-member candidates.
 - i. The Board Member will oversee the secret ballot that will include sections of Approve/Disapprove and Comments.
- e. Unless member response dictates further review, the member candidate shall be appointed by the Chief and start in January of upcoming year. A non-member candidate shall be appointed by the Chief and start in January of upcoming year. The candidate will be introduced to the members after their appointment.

5. Prior Performance as a Member.

If a former member re-applies to join the Fire District's Volunteer Program or for a paid position, his/her prior performance as a member, and the circumstances under which he/she ceased to be a

member, will be considered by the Fire District in determining whether to accept him/her into the Volunteer program or hire him/her to a paid position.

5. No Right to Former Position.

If you are appointed or promoted to a different position, but you fail to satisfactorily perform the duties of the new position, or no longer desire to do so, you are not guaranteed an alternative position and may be terminated.

L. Reference Inquiries.

The Fire District does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." In response to inquiries about you from prospective employers/volunteer organizations, the Fire District will give only dates of service/employment and position(s) held. The Fire District will not answer specific questions or give references regarding former members.

M. Workplace Anti-Violence Policy.

The Fire District's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to, physically, psychologically, or emotionally intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, openly carrying weapons onto the Fire District Premises or during any Fire District duty or activity, or any other act which in the Fire District's opinion is inappropriate in the workplace.

The use of Fire District property, including but not limited to the Fire District's communications systems, in a physically, psychologically, or emotionally threatening, intimidating or violent manner is prohibited. All members are prohibited from bringing a weapon onto Fire District Premises or possessing a weapon while performing any Fire District duty or activity, except for the following individuals:

1. Law enforcement officials;

2. An individual authorized under Colorado law to carry a concealed weapon in a public place. Under current Colorado law, the Fire District cannot prohibit someone possessing a valid permit from carrying a concealed weapon in the public portions of the Fire District's facilities; however, as your employer/volunteer organization, the Fire District can and does prohibit you from carrying or storing a concealed weapon in any non-public portion of the Fire District Premises. Further, you are hereby notified that carrying, storage or use of a concealed weapon in the performance of any Fire District duty or activity is expressly prohibited and not within the scope of your employment/services. If you carry, store or use a concealed weapon while performing a Fire District duty or activity, you do so without Fire District authority and will be individually responsible for such actions. If you intend to store or carry a concealed weapon in a public portion of the Fire District Premises, you shall provide the Fire Chief with a copy of a valid state permit before taking such action.

For purposes of this policy, a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object or substance designed, or which the possessor intends to use, to inflict psychological or emotional harm, bodily injury or death upon another individual. The term

"weapon" includes knives, except knives with a blade less than 3 inches in length that members routinely carry to assist them in performing their duties, unless a knife is brought onto the Fire District Premises with the intent to cause psychological or emotional harm, bodily injury or death.

If you believe you have been subjected to workplace violence, you have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you shall report it pursuant to the procedures set forth in Section 2(E)(1). If there is an immediate threat to your health/safety, or the health or safety of another member or the public, or to Fire District property, you shall immediately call 911. The Fire District will investigate all reports of workplace violence and take such action as it deems appropriate. If you engage in workplace violence, you may be subjected to discipline, up to and including immediate termination. The Fire District also may report any incident of workplace violence to the appropriate law enforcement agency.

Retaliation against an employee or member for making or participating in the investigation of a complaint of workplace violence is prohibited.

N. Whistleblower Policy.

1. General Policy.

The Fire District intends to help provide a safe and healthy work environment for its members and employees and encourages members to bring any concerns to the Fire District's attention. In addition, the Fire District prohibits illegal, fraudulent, or dishonest conduct. You shall report possible illegal, fraudulent, or dishonest conduct pursuant to the procedures set forth in Section 2(E)(1). You shall provide sufficient information regarding the alleged illegal, fraudulent or dishonest conduct for the Fire District to investigate the matter. The Fire District will keep the matter as confidential as reasonably practicable under the circumstances. Retaliation against a member or employee for making or participating in the investigation of a complaint of illegal, fraudulent or dishonest conduct is prohibited.

The Fire District will not discriminate, take adverse action, or retaliate against members for engaging in any of the following activities:

- Raising (in good faith) any reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety, related to a public health emergency or any possible illegal, fraudulent or dishonest conduct;
- Opposing any practice the member reasonably believes is unlawful; or
- Making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing as to any matter the member reasonably believes to be unlawful.

Members are *not* protected for communications that are knowingly false or are made with reckless disregard for the truth or falsity of the information, or that share individual health information that is otherwise prohibited from disclosure by state or federal law.

O. Communications Systems.

1. General.

Data and information created, stored, received, or sent on the Fire District's communication systems are Fire District property. All information regarding access to the Fire District's communications systems, such as user identifications, modem phone numbers, modem access codes, and passwords, is confidential and may not be disclosed to non-Fire District personnel.

All data and information created, stored, sent, or received on the Fire District's communications systems (whether embedded in software or otherwise) are subject to review and inspection at any time. Employees and members are on notice that none of the data or information is confidential, including e-mail and voice mail. Communications systems items, such as laptops, can only be removed from the Fire District's premises with prior approval from the Fire Chief or District Administrator as appropriate.

2. Software.

The Fire District has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication, and federal copyright protection. Each member/volunteer using the Fire District's communications systems assumes the following responsibilities:

- a. Only software authorized or purchased by the Fire District shall be used on a Fire District computer.
- b. Do not duplicate or reproduce Fire District or vendor software and software manuals.
- c. Fire District software shall not to be altered in any manner, including but not limited to, decompiling, disassembling, and cross-compiling, reverse engineering or drafting derivative works.
- d. Computer software or documentation shall not be removed from the Fire District Premises without prior approval from the Fire Chief or a Designee.
- e. Upon termination of volunteer service, all computer software and manuals shall be returned to the Fire District.

Tampering with computer hardware or violating any of the preceding provisions is prohibited and may result in disciplinary action up to and including termination.

3. Access Codes.

The Fire District utilizes systems by which members receive/send messages through e-mail and voice mail. Personal access codes shall be kept on file with the Fire Chief and District Administrator, as appropriate, at all times so the Fire District can access any messages left on or transmitted over the communications systems at any time. Members are on notice that such messages are not confidential and the Fire District or its designated representative may access them at any time.

4. Personal Use of Fire District's Communication Systems.

The Fire District permits reasonable, responsible use of the communications systems for personal purposes. No members shall place a personal long distance telephone call, or otherwise use the Fire District's communications systems, in a manner that results in any fee, charge or assessment without the prior approval, and immediate reimbursement to the Fire District of any fee, charge or assessment incurred. Abuse of this privilege may result in discipline up to and including termination.

5. Prohibited Use.

A Member shall not use the Fire District's communications systems for any improper or illegal activity. A member shall not use the Fire District 's communications systems to engage in illegal harassment, discrimination, or retaliation, including but not limited to, accessing the internet through the Fire District's computer system for the purpose of accessing sexually oriented, pornographic, racial or similarly inappropriate websites, or sending, receiving, or otherwise disseminating sexually oriented or racial materials or information.

6. No Expectation of Privacy.

Members have no reasonable expectation of privacy in any Fire District property, including the Fire District's communications systems. The Fire District has the right and may monitor at any time a member's use of the Fire District's communications systems, including but not limited to e-mail and voice mail, and access of internet websites, and information and data created, stored, sent or received through the Fire District's communications systems. Pursuant to C.R.S. § 24-72-203, each member is advised that e-mails or instant messaging to/from a member may be deemed a public record and subject to disclosure under the Colorado Public (Open) Records Act.

P. Retaliation Prohibited.

You are prohibited from retaliating against any member or employee for reporting or cooperating in the investigation of an alleged violation of any Fire District rule or applicable law. If you believe you have been retaliated against, you shall file a complaint of retaliation in accordance with the procedures set forth in Section 2(E), above.

Q. No Sexual Activity.

You are prohibited from engaging in sexual activity while on the Fire District Premises or while performing any Fire District duty or activity, regardless of whether the sexual activity is consensual.

R. Ability to Perform Duties after Illness, Injury or Leave of Absence.

If you have been on leave as a result of physical or mental illness or injury, or a leave of absence, the Fire Chief or a Designee, in his/her discretion, may require you to obtain a physician's certification that you may return to work and may require you to complete a fitness for duty examination to determine your ability to perform the essential functions of your position. You

also may be required to undergo a skills assessment and/or refresher or recertification training to establish your ability to perform the essential functions of your position.

S. Confidentiality of Protected Health Information.

The Fire District is subject to numerous laws that require its members to safeguard protected health information as defined under applicable federal or state law. You shall comply with all Fire District rules and applicable law securing the confidentiality of protected health information.

T. Physical Fitness/Medical Examination.

Physical fitness and medical examination requirements shall be set forth in the SOG(s) established by Fire District Fire Chief.

U. Members' Rights to Use Their Own Personal Protective Equipment ("PPE").

Members are allowed to voluntarily wear their own PPE, such as a mask, faceguard, or gloves, if the PPE:

- a. provides more protection than equipment provided at the workplace;
- b. is recommended by a government health agency (federal, state, or local); and
- c. does not render the member incapable of fulfilling their duties.

For purposes of the public health emergency whistleblower policy, "PPE" does not include any equipment used for fighting fires. "PPE" is limited to personal protective equipment that a member might utilize during a public health emergency to protect against illness.

Section 3

COMMAND STRUCTURE AND SCOPE

A. Chain of Command.

You shall honor the chain of command shown in this Handbook and the SOG's, entitled *Organizational Chart*, which the Fire District may amend at any time in its sole discretion. Officers rank in the order listed. If the Fire Chief is absent from an incident, the command falls to the next ranking officer on the incident. Nothing in this Handbook is intended to prevent you from belonging to, or holding rank in, any trade or fraternal organization; however, your rank, office or position in a trade or fraternal organization shall not be recognized by the Fire District or any of its members while performing their Fire District duties and responsibilities.

(See Appendix E - Organization Chart)

B. Orders by Supervisors.

You shall comply with the SOG entitled *Obedience to Orders*.

C. Behavior toward Officers.

Officers, including those in an acting officer capacity, are to be accorded the respect due their position. See, the SOG entitled *Obedience to Orders*.

Section 4

MEMBER CONDUCT

A. **Illegal Drug/Alcohol Free Workplace and Testing Policy.**

1. **Prohibited Illegal Drug/Alcohol Use and Restricted Prescription Drug Use.**

- a. While performing any Fire District duty or activity, while on the Fire District Premises, or while engaged in Fire District business or activities off the Fire District Premises, you are prohibited from:
 - i. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, using or being under the influence of illegal drugs;
 - ii. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, or using illegal drug paraphernalia;
 - iii. Buying, selling, possessing, using or being under the influence of any amount or type of alcohol (including medications or over-the-counter remedies containing alcohol), except in connection with a Fire District authorized event, such as a holiday party.
- b. The foregoing illegal drug/alcohol related conduct also is prohibited during non-working hours to the extent that, in the Fire District's opinion, it impairs your ability to perform the essential functions of your job. As a general rule, alcohol should not be consumed within eight (8) hours before reporting for duty or engaging in any other type of Fire District activity.
- c. A prescription drug shall only be brought on the Fire District Premises by the person for whom it is prescribed. Prescription drugs shall be used only in the manner, combination and quantity prescribed. You are prohibited from using or being under the influence of a legal drug whose use can adversely affect your ability to perform the essential functions of your job. If, for medical reasons, you are required to take prescription or over-the-counter drugs that could affect your ability to perform your duties, you shall notify your supervisor immediately.
- d. Medical or recreational marijuana is a controlled substance and illegal under federal law. Medical or recreational marijuana will be treated the same as an illegal drug under this policy.

2. Required Tests.

The Fire District has the right to require a member to submit to illegal drug and alcohol testing whenever the Fire District has a reasonable suspicion that the member is under the influence of illegal drugs or alcohol while on duty. Circumstances that may constitute a basis for determining reasonable suspicion include, but are not limited to:

- a. A pattern of abnormal or erratic behavior;
- b. Information of recent illegal drug or alcohol use provided by a reliable and credible source;
- c. Direct observation of illegal drug or alcohol use, purchase or sale;
- d. Presence of a physical symptom of illegal drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- e. An accident involving a Fire District vehicle, personal injury, property damage estimated at or above \$500.00;
- f. Violent behavior; or,
- g. Possession of alcohol or illegal drugs.

The Fire Chief shall document in writing the facts constituting reasonable suspicion. The facts shall be disclosed to the member at the time the demand for illegal drug and alcohol testing is made. The Fire Chief shall have at least one reliable credible witness. All diagnostic illegal drug screenings and alcohol tests of members based on reasonable suspicion shall have the prior approval of the District Administrator, as appropriate. If the member is the Chief, a Board Member can authorize testing. If you are notified of reasonable suspicion to be tested, you shall report immediately to the Fire District's designated provider. A Fire District representative will accompany you to the collection site.

3. Random Testing.

The Fire District has the right to perform random drug/alcohol tests on all line-members and other members in public safety positions.

4. Positive Illegal Drug/Alcohol Test; Refusal to Submit to Test.

- a. An applicant who, without an acceptable reason, fails to report for, or refuses to submit to, an illegal drug/alcohol test shall not be hired or appointed.
- b. A member who without an acceptable reason fails to report for, or who refuses to submit to, an illegal drug test/alcohol shall be terminated.
A member who tests positive on an illegal drug test shall be terminated.
- c. A member who tests positive on an alcohol test may be subject to corrective or disciplinary action, up to and including termination.
- d. A member who tests positive on an illegal drug test shall be terminated;

provided, that, in order to identify a potential Second-Hand Exposure (defined

below) to marijuana:

- e. i. If a member tests below 50 nanograms per milliliter (“*ng/ml*”) of Tetrahydrocannabinol (“*THC*”) metabolites in a urine chemical analysis test (“*Urinalysis*”) the test shall be deemed negative.
- f. ii. If a member tests at or above 50 ng/ml of THC in a Urinalysis, the test shall be deemed positive, but a second confirmation test will be conducted using gas chromatograph mass spectrometry or a comparable test (“*GC/MS*”). If a member tests at or above 15 ng/ml of THC in a GC/MS confirmation test, an investigation will be conducted to determine if the member was exposed to THC while performing his/her duties for the District (“*Second-Hand Exposure*”). If a member tests at or above 15 ng/ml of THC in a GC/MS confirmation test and the investigation does not substantiate a Second-Hand Exposure, he/she shall be terminated.

5. Illegal Drug/Alcohol Related Convictions; Duty to Notify the Fire District.

- a. A Volunteer member or other member in a public safety position shall notify the Fire Chief or District Administrator as appropriate within 24 hours of being charged with an offense involving the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol-related offense.
- b. All Fire District members in a public safety position shall within 72 hours notify the Fire Chief or District Administrator as appropriate if they are convicted of, or plead guilty/no-contest to, a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug or an alcohol-related offense.
- c. A Member in a public safety position who fails to notify the Fire Chief or designee as appropriate in accordance with the requirements of subparagraph a or b, above, may be immediately terminated.
- d. A Fire District member in a line or public safety position who is convicted or pleads guilty/no-contest to a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug will be terminated. A Fire District line-member or any other member in a public safety position who is convicted or pleads guilty/no-contest to an alcohol related offense may be subject to corrective or disciplinary action, up to and including termination.
- e. A Fire District member who does not hold a line or other public safety position, and who is convicted of criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol related offense, may be subject to corrective or disciplinary action, up to and including termination.

B. The Fire District's Right to Conduct Reasonable Searches.

This Handbook serves as notice that you are required, without further notice and upon the Fire District's request, to submit to a reasonable search of any vehicle, pocket, package, purse, briefcase, toolbox, lunch box, sack or container of any kind brought or kept by you on the Fire District Premises; and a desk, locker or other container provided by the Fire District.

All spaces on the Fire District Premises or under the Fire District's control remain subject to search even though you use such space or consider the space to be private. The Fire District's communications systems and all information and data, including electronic transmissions, on the Fire District's communications systems, remain Fire District property at all times. You have no right to privacy to any information and date, including electronic transmissions, received, sent, generated or stored on the Fire District's communications systems.

Your refusal to submit to, or interference with, a search may result in immediate termination or may be treated as a voluntary resignation. Further, the Fire District may contact appropriate law enforcement authorities in the event of reasonable suspicion to believe you may have illegal drugs or other illegal items on the Fire District Premises.

C. Duty to Read Bulletin Board or Other Communications.

All memoranda, directives and bulletins will be posted on the station bulletin board for a period of not less than ten (10) calendar days. After the ten (10) calendar day period, the memoranda, directives, or bulletins shall be filed in the SOG Manual. All members are required to read all memoranda, directives and bulletins posted on bulletin boards and compiled in the SOG Manual. It is the member's responsibility, upon returning from vacation or other leave, to check the bulletin boards and SOG Manual for, and to read, all new memoranda, directives, and bulletins. A copy of the Manual shall be kept in plain view at the station and also available on an electronic format. All members are required to review the SOG Manual at least once a month for changes.

D. Use of Fire District Apparatus and Personal Vehicles.

If you operate, or may operate, Fire District Apparatus, or a personal vehicle in the performance of Fire District activities/duties, you shall follow the procedures outlined in the relevant SOGs and obey the following rules:

1. Valid Driver's License.

A valid Colorado driver's license with an acceptable driving record is a condition of employment/service and continued employment/service with the Fire District. On or before January 31st of each year, you shall submit a copy of your valid Colorado driver's license to the Fire Chief or Designee, and a true and accurate copy of your District of Motor Vehicles driving record.

2. Insurance.

You shall be insurable by the Fire District's insurance carrier. You shall maintain insurance on any personal vehicle used in performing any Fire District duty/activity.

3. Accidents.

All accidents involving Fire District Apparatus, or your personal vehicle in the performance of Fire District activities/duties, no matter how minor, shall be reported immediately to your supervisor. A written report shall be forwarded to the supervisor within 24 hours.

4. Traffic Violations.

All citations for moving violations and any driver's license revocation, confiscation or suspension shall be reported immediately to the Fire District, regardless of whether the citation occurred while you were on the job or engaged in Fire District business or occurred off the job on personal time. By your next shift, a written report shall be made to your supervisor, who shall report it through the chain of command to the Fire Chief. Violation of this policy may result in corrective or disciplinary action, up to and including termination.

5. Lawful Driving and Parking.

You shall strictly observe existing traffic regulations at all times, unless you are responding to an emergency. If you are responding to an emergency, you shall follow the emergency response procedures set forth in the SOG entitled *Operating Apparatus and Vehicles in Emergent and Non-Emergent Situations*.

6. Inspection of Fire District Vehicles and Apparatus.

You shall comply with the Fire District's SOGs relating to the inspection of Fire District Apparatus.

7. No Unauthorized Passengers/Riders.

Except as specifically provided below, only Fire District members are permitted to ride in a Fire District Apparatus:

- a. *Ride Along Program*. In the Fire Chief's discretion, a potential volunteer firefighter applicant, student or other individual participating in the Fire District's Ride Along Program may ride on a Fire District Apparatus if he/she:
 - i. Strictly complies with the Fire District's SOG relating to the Ride Along Program; and,
 - ii. Signs the Fire District's Ride-Along Confidentiality Agreement & Release of Liability form; and,
- b. *Family Members*. A Fire District member's spouse, significant other or children at least 17 years of age may ride on a Fire District Apparatus if:
 - i. They have the Fire Chief's or Designee's prior written approval; and,

- ii. They strictly comply with the Fire District's SOG relating to the Ride Along Program; and,

iii. They (or in the case of a child 17 years of age, the minor's parent or guardian) sign the Fire District's Ride-Along Confidentiality Agreement & Release of Liability form.

c. **Parades and Special Events.** A Fire District member's spouse, significant other or children may ride on a Fire District Apparatus during a parade or other special event if:

i. They have the Fire Chief's or Designee's prior written approval, and,

ii. They strictly comply with the Fire District's SOG relating to the Ride Along Program; and,

iii. They (or in the case of a minor, the minor's parent or guardian) sign the Fire District's General Ride-Along Release of Liability form.

d. **Board Members.** A Fire District Board member may ride on a Fire District Apparatus if he/she:

i. Strictly complies with the Fire District's SOG relating to the Ride Along Program; and,

ii. Signs the Fire District's Ride-Along Confidentiality Agreement & Release of Liability form.

8. **No Unauthorized Use.**

Fire District Apparatus are for official work-related activities and to respond to emergencies, training and meetings, and shall not be used for personal business.

E. Personal Appearance.

Refer to SOG

F. Smoking and Tobacco Products.

Members shall not smoke on the Fire District Premises or in any Fire District Apparatus. Members may use other tobacco products, such as dip/chew, on the Fire District Premises but not on equipment and shall use common courtesy and cleanliness, including proper use and disposal spit cups/containers. The Board of Directors, however, discourages the use of all tobacco, dip, and chew.

G. Housekeeping.

You are responsible for good "housekeeping" in all Fire District facilities. It is important that a systematic and neat appearance be projected to guests who visit the Fire District Premises.

H. Care and Use of Fire District Property – Member Theft of District Property.

You are responsible for reasonable care of Fire District property. Fire District property shall be used only for Fire District business, in an appropriate manner, and in accordance with all applicable Fire District rules. Fire District equipment, facilities and tools shall not be used for any personal purpose.

A member stealing Fire District property or another employee's or member's property, or who abuses, misuses, or intentionally damages or destroys Fire District property or another member's or employee's property, shall be subject to corrective or disciplinary action, up to and including immediate termination. Lost, stolen, or damaged property shall be reported immediately to your supervisor, who shall promptly submit a written report to the Fire Chief or Administrator, as appropriate.

You shall return all Fire District property, including bunker gear, uniform items, Fire District identification materials and badges, immediately when your volunteerism ends. Fire District property that is not returned or that has not been reported as lost or stolen before your volunteerism ends will be considered stolen and reported to appropriate law enforcement agencies.

You are responsible for your personal property while on duty. The Fire District is not responsible for any loss or damage to your vehicle or other personal property.

I. Conflicts of Interest.

Except as required by applicable law, you shall not release to anyone outside the Fire District any confidential information including, without limitation: any information about a member of the public or a Fire District member or employee; competitive bid data; local, regional, or national security information; and any other information that might be used to the detriment of the Fire District, its members or the public.

You shall not allow other employment, volunteerism, or activities to conflict with your duties to the Fire District. You shall immediately disclose a conflict of interest in writing to the Fire Chief or Administrator, as appropriate, or as required by applicable law. In the event of a conflict of interest, which conflict shall be determined in the sole discretion of the Fire Chief, you shall immediately cease the action causing the conflict.

J. Personal Gain Prohibited.

You shall not demand from any person(s) pay or other reward for services rendered as a Fire District member. In addition, you shall not accept any gifts or gratuities having a value in excess of \$53.00, unless the gift or gratuity is reported to and approved by the Fire Chief. You are prohibited from using your employment with the Fire District for personal gain.

Notwithstanding the foregoing, a member may receive compensation for services provided to a

third-party during periods when the member is not providing services to the Fire District (i.e., during days off, vacation or otherwise); provided, however, that such services to third parties shall in no manner affect the member's performance of, or ability to perform services for, the Fire District.

K. Attendance and Punctuality.

You shall report for duty on time. If you fail to report for duty on time without first notifying your supervisor you may be subject to corrective or disciplinary action, up to and including termination. If you report late for duty or are absent, you shall explain the reason for the tardiness or absence to your Supervisor. You may be subject to corrective or disciplinary action, up to and including termination, for excessive tardiness or absenteeism.

L. Use of Cellular Telephones (Cell Phones).

1. Personal Use of Cell Phones During Work Hours.

You shall limit the use of cell phones to make or receive personal calls to emergencies or pressing personal matters when on duty or while engaged in any Fire District activity.

2. Use of Cell Phones to Perform Fire District Duties and Activities.

If you use a cell phone to perform a Fire District duty/activity, you shall:

- a. Not use the cell phone to send or receive calls while driving an emergency apparatus. You are prohibited from emailing or text messaging while driving a Fire District Apparatus or your personal vehicle while performing a Fire District duty or activity. You may use a hands-free device while driving a Fire District vehicle other than emergency apparatus, or while driving a personal vehicle in the performance of a Fire District duty/activity; however, you are prohibited from emailing or text messaging while driving, even when using a hands-free device.
- b. Be considerate of other people while using the cell phone, including but not limited to:
 - i. Avoid using the cell phone in the presence of other people whenever possible;
 - ii. Keep the call as short as possible; Do not discuss confidential information during the call that could be overheard or intercepted by another person;
 - iii. Do not speak in a loud voice or otherwise disturb other people; and,
 - iv. Use appropriate language.

M. Blogging, Social Networking, Letters to the Editor, and Other Forms of Public Expressions of Opinion.

Whether you choose to create or participate in a blog, wiki, social networking website, online photo sharing website, or other form of online publishing or discussion, send a letter to the editor, or engage in any other form of public expression or personal opinion (collectively, "public expressions of opinion") is your own decision; however, you shall be careful not to violate any Fire District rule, your duty of loyalty to the Fire District or any other applicable law. In addition, you are prohibited from:

1. Conducting activities related to public expressions of opinion using the Fire District's communications systems during work;

2. Representing any opinion or statement as the policy or view of the Fire District, or its Directors, officers and members or employees;

3. Making disparaging or defamatory comments about the Fire District, or its Directors, officers, members, employees, vendors, customers, or services that are not related to a matter of public concern; or,

4. Criticizing the Fire District, or its Directors, officers, members or employees on matters that are not related to a matter of public concern instead of using the dispute resolution procedures contained in this Handbook.

Nothing in this section is intended to restrict or limit in any manner whatsoever your constitutional or common law right to comment on matters of public concern, to the extent protected by, and consistent with, applicable law.

N. Social Media Policy.

Before reading this policy, please read the definitions of "Posts" and "Social Media" contained in the Definitions section of this Handbook. Please ask your supervisor if you have any questions regarding these definitions.

The Fire District understands you may maintain or contribute to Social Media and/or engage in Posts outside of your member position with the Fire District and may periodically engage in Posts containing information about your Fire District position or Fire District activities on Social Media. If you engage in such activities, you are required to exercise good judgment, and comply with this Handbook.

The Fire District has the right to monitor and review Social Media Posts made by you while on-duty and, from time to time, those made while off-duty by you as it deems as necessary and appropriate for the efficient and effective administration and operation of the Fire District. To that end, you have no expectation of privacy while using Fire District owned or leased equipment, even when you are merely using the equipment to access your personal email account or other Social Media. Pursuant to C.R.S. § 24-72-203, you are advised that Posts, e-mails and text messages to/from you may be deemed public records and subject to disclosure under the Colorado Public (Open) Records Act.

YOUR USE OF FIRE DISTRICT LEASED OR OWNED EQUIPMENT CONSTITUTES YOUR CONSENT FOR THE FIRE DISTRICT TO MONITOR AND INTERCEPT YOUR ELECTRONIC TRANSMISSIONS WHILE IN TRANSIT, AFTER RECEIPT OR WHILE STORED ON FIRE DISTRICT LEASED OR OWNED EQUIPMENT UNDER TITLE I AND II OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT OF 1986.

You may not disclose confidential information of the Fire District and its members or employees (including personnel information), or of third parties who have provided confidential information to the Fire District.

In maintaining or contributing to Social Media or engaging in Posts, you shall not use the Fire District's name in their identity (*e.g.*, username, "handle" or screen name). You also shall not

speak as a Fire District representative, unless expressly authorized by the Fire District.

Mutual respect and teamwork are essential to effective and efficient Fire District administration and operation. You shall be courteous, respectful, and thoughtful about how the Fire District and its members may be affected by Posts. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded Posts may be harmful to other members, damage member relationships, undermine the Fire District's efforts to encourage teamwork, violate this Handbook, and harm the Fire District, which may result in corrective or disciplinary action up to and including termination.

You bear full responsibility for information contained in your Posts and your Social Media. You shall make certain that your Posts are accurate and shall correct any inaccurate statements you make. You shall not reference other Fire District members or Fire District customers without obtaining their express permission to do so. Most Social Media sites require that users, when they sign up, agree to abide by a Terms of Service document. You are responsible for reading, knowing and complying with the Terms of Service of the Social Media sites you use.

Stated simply, your decision to use a different medium does not excuse recklessness in public communication or limit the Fire District's ability to regulate your Social Media and Posts as it could any other communication. The Fire District supports your right to engage in discourse about matters of public concern consistent with your First Amendment rights. However, the Fire District prohibits actions that violate this policy, any other Fire District rule relating to social networking, Posts and Social Media, or any other form of public expression.

O. Public Relations/Press Releases.

You shall not release Fire District records without the prior approval of the Fire Chief or Administrator, as appropriate. You shall not give interviews or make statements to the public regarding Fire District matters without prior authorization.

P. Off-Duty Activities.

The Fire District may take corrective or disciplinary action, up to and including termination, for your off duty conduct that: relates to a bona fide occupational requirement or is reasonably and rationally related to your service activities and responsibilities; or is necessary to avoid a conflict of interest or the appearance of such a conflict with any of your responsibilities to the Fire District.

Q. Visitors.

Visitors or strangers who enter the Fire District Premises should be approached respectfully and their business ascertained. Visitors may not roam on the Fire District Premises without supervision. Visits shall not interfere with fire or emergency responses, or unduly burden other Fire District operations. Visits by a minor is prohibited without their guardian being present.

R. Public Records.

The Fire District has established an SOG entitled *Requests For Public Records And Assessing Charges For The Production Of Public Records*, which sets forth the Fire District's policy with respect responding to requests for public records from the Fire District. You shall read and comply

with the SOG.

S. Attorney-Client Communications-Confidential.

All communications between the Fire District attorneys and either the Board, individual Directors, or any Fire District members or employees are confidential and shall not be made available to the public, unless expressly authorized by the Board, or required by law.

T. Testimony.

No member shall give a deposition, affidavit, written statement, interview, or other form of information, including, without limitation, any papers or documents of the Fire District, or appear as a witness in a civil or criminal matter arising out of or related to his/her Fire District duties without prior notice to, and authorization by, the Fire Chief. The Board shall be advised by the Fire Chief in the event of a deposition, affidavit, written statement, interview, or other form of information needing to be provided.

Section 5

BENEFITS

NOTICE: Except for benefits required by applicable law, the Board has the right to modify, add to or eliminate any benefit contained in this Handbook, including this Section 6, subject to compliance with any requirements of applicable law.

A. Member Benefits.

The following benefits are available to all eligible members.

1. Expense Reimbursement.

All expense reimbursements and allowances of the Fire District shall comply with the Internal Revenue Service ("IRS") "accountable plan" requirements. The following three criteria shall be satisfied in connection with all expense reimbursements and allowances, whether made as an advance, after-expense reimbursement, *per diem*, allowance or otherwise:

- i. There shall be a connection between the expenditure and the Fire District's business;
- ii. You shall substantiate every expense (*i.e.*, you shall verify the date, time, place, amount and business purpose of all expenses). Receipts are required unless the reimbursement is made on a *per diem* basis; and
- iii. Excess reimbursements, *per diems*, advances or allowances shall be returned to the Fire District within a reasonable period of time.

The Fire District uses the "periodic statement method" for meeting the IRS requirements of timely substantiation and return of excess reimbursements, allowances, *per diems* and advances. Under this method, in each quarter of a calendar year the will Fire District issue a notice requiring you to return all excess reimbursements, allowances, *per diems* and advances within 120 calendar days of the issuance of the notice. You shall comply with the quarterly notices issued by the Fire District.

2. (Education Expense Reimbursement Policy).

NOTE: All training and education, whether mandatory or voluntary, and regardless of whether it is classified as an educational assistance program benefit shall be approved in advance by the Fire Chief and/or Administrator, as appropriate. Members, as volunteers, are not paid for any

time spent in any educational or training activity. Reimbursement for the cost of any such training depends on the type of training and is addressed below.

- a. All benefits provided under this Educational Expense Reimbursement Policy shall at all times comply with applicable IRS regulations and shall not constitute taxable income to the Fire District's member.
- b. The FLSA imposes significant restrictions on the education/training the Fire District may provide its **Emergency Response Member** and still maintain their volunteer status. The Fire District may reimburse a **Emergency Response Member** for all or a portion of the costs of tuition, transportation, meals, books, supplies or other materials *only* when the training/education is essential to his/her training as a Fire District **Emergency Response Member** or when attending the training/education is intended to teach him/her to perform efficiently the **Emergency Response** services for the Fire District.

1. Participation Requirements are as follows:

- a. All **Emergency Response Members** are required to complete basic wildland fire, structure fire, and EMS response training at the earliest opportunity. The Chief and/or Training Coordinator shall approve members prior to participation in an incident.
- b. It shall be required of each **Emergency Response Members** to respond to at least 25% of all emergency calls per full calendar year (Jan. 1 – Dec 31). **Emergency Response Members** joining after January 31 will need to meet the full requirement the following year. Attendance will be reviewed and posted on a quarterly basis.
- c. All **Emergency Response Members** shall be required to attend a minimum of 36 hours per calendar year, (2 hours per month), of scheduled department fire training (internal training); this is a requirement for full members to receive FPPA benefits.
 - i. Hours earned in individual, small group training, or external training will count toward personal training hours but not as part of the scheduled training requirement. Training hours that apply toward the training requirement will be logged for each **Emergency Response Member** in attendance by the Chief, Assistant Chief, or Training Coordinator in the designated record system for the department.
 - ii. Hours earned in maintenance of Fire District facilities and/or equipment or other activities furthering department objectives will not be counted as scheduled training hours and shall be logged by the **Emergency Response Member** on forms available at Station 1.
 - iii. The **Emergency Response Membership** Committee may establish additional requirements for **Emergency Response Members** and

establish a method of tracking participation by **Emergency Response Members**. **Emergency Response Members** may receive credit for training, certification, special projects, etc. These credits may be used to meet participation requirements for **Emergency Response Members**.

- c. To qualify under this Education Expense Reimbursement Policy, a member's education/training shall be job-related *and* either: (i) be required by the Fire District or applicable law to maintain present salary, status or position or, (ii) maintains or improves the member skills in his/her *present* position. Training/education necessary for a member

to *renew or maintain* a certification required for his/her current position will qualify under the Fire District's Expense Reimbursement Policy (*e.g.*, renewal of FF1, Hazmat–Operations level, EMT-B, *etc.*).

- d. If training/education qualifies under this Education Expense Reimbursement Policy, the Fire District may, (Fire Chief and/or District Administrator as appropriate) at their discretion, reimburse a member for tuition, books, supplies, and equipment; certain transportation and travel costs; and, other education expenses, such as costs of research and typing when writing a paper is part of an educational program.
- e. **Under no circumstances will a member receive a payment/reimbursement under the Educational Assistance Program (discussed below) and this Education Expense Reimbursement Policy for the same education/training related cost or expense (*i.e.*, no "double dipping").**
- f. Most travel expenses, with the exception of meals, will be paid in advance using either the Fire District's credit card or through purchase orders. These expenses include the cost of the training/class, accommodations, lodging, *etc.* If a member uses a personal vehicle, the Fire District may pay mileage according to the latest IRS mileage reimbursement rate.
- g. Meals and Incidental Expenses. Because lodging is typically pre-paid, the Fire District applies the federal Meal and Incidental Expense rate (M&IE) for the day and locality of travel in accordance with applicable IRS rules and the rates established by the U.S. General Services Administration ("GSA") from time to time. Receipts are *not* required for meals and incidental expenses; however, the member still shall substantiate the business purpose and travel days. Excess *per diem* allowances shall be returned to the Fire District in accordance with its accountable plan policy stated above (example – a member receives a *per diem* for 3 travel days, but actually has only 2 travel days. The unused *per diem* shall be returned).

3. Educational Assistance Program.

a. **Generally,**

- i. All benefits provided under this Educational Assistance Program shall at all times comply with applicable IRS regulations and shall not constitute taxable income to the Fire Department's members.
- ii. All members shall adhere to the procedures necessary to schedule, attend, document and pay for any Education/Training or Elective Education/Training, including tuition, books and materials, travel, lodging, and meals, as applicable. Education/training classes, travel arrangements and other accommodations shall be arranged with the best interests of the Fire Department in mind and in the most fiscally responsible manner possible.
- iii. All Fire Department members participating in Education/Training or

Elective Education/Training are required to conduct themselves in a professional manner at all times.

- iv. The Fire Chief's decision shall be final on any issues that arise with respect to this Educational Assistance Program.

b. Members.

- i. Mandatory Education/Training and Elective Education/Training only apply or are available to members when they are intended to teach them to perform efficiently the services they provide or will provide as members, or when it is essential to their training as members for the Fire Department.

c. Education/Training

- i. All training not expressly designated by the Fire Department as Education/Training shall be Elective Education/Training.
- ii. The Fire Department will pay the tuition/registration, books and course materials for Education/Training. Meals, travel and lodging are covered under the Fire Department's Educational Assistance Program as discussed under Education Expense Reimbursement Policy.

d. Elective Education/Training

- i. For those members whom the Fire Department selects to participate in its EMR or EMT-B Training Program, the following rules apply:
 - 1. If you have been a member for the Fire Department for less than 1 year, you shall pay for all costs associated with your participating in the EMR or EMT-B Training Program; however, once you have completed 1 years with the Fire Department, you may apply to the Fire Department for reimbursement of the actual costs you incurred for tuition, books and supplies to participate in EMR or EMT-B Training Program, as long as you obtained a State of Colorado EMR or EMT-B certification. If the Fire Department reimburses you for such costs, you will be required to repay the Fire Department for the prorated amount of such reimbursement if you cease working for the Fire Department within 1 year of the date the Fire Department reimbursed you for such costs. For example, if you cease working for the Fire Department six or nine months after you were reimbursed, you would be required to repay 50% of the amount you received.
 - 2. If you have been a member of the Fire Department for at least 1 year, the Fire Department will pay for all costs associated

with your participating in the EMR or EMT-B Training Program, including tuition, books and supplies to participate in EMR or

EMT-B Training Program, as long as you obtain a State of Colorado EMR or EMT-B certification. If you fail to obtain the State of Colorado EMR or EMT-B certification within 6 months of completing the EMR or EMT-B training, you shall reimburse the Fire Department for all costs it paid on your behalf. Further, you will be required to repay the Fire Department for the prorated amount of all costs it paid on your behalf if you cease working for the Fire Department within 1 year from the date you obtained the State of Colorado EMR or EMT-B certification. For example, if you cease working for the Fire Department six months after obtaining the State of Colorado EMR or EMT-B certification, you will be required to repay 50% of the amount the Fire Department paid on your behalf.

3. Reimbursement for meals, travel and lodging for Elective Education/Training is *not* covered under the Fire Department's Educational Assistance Program but may be covered under its Expense Reimbursement Policy discussed in Section 1.

4. Leaves.

a. Administrative Leave.

The Fire Chief, Board or District Administrator may, in his/her discretion, immediately place a member on administrative leave for any reason. While on administrative leave, you shall not participate in any Fire District duties, responses, activities, or training.

b. Personal Leave of Absence.

Emergency Response Members may request a leave of absence for up to six months from the date of approval. Leaves of absence shall not exceed twenty-four (24) months in twenty (20) years. You shall submit a written request for a leave of absence to the Fire Chief at least five business days before the start of the requested leave. The Fire Chief may grant a leave of absence along with terms and conditions, in his/her sole discretion. All Fire District property shall be returned to the Fire District before beginning the leave. The member will be responsible for the cost of replacing or repairing any lost or damaged property, at the option of the District. A member on leave of absence shall be relieved of all duties. Time taken for leave of absence shall not count toward pension credit accrual. An authorized leave of absence does not constitute a Break in Continuous Service (as defined in the Pension Board Bylaws) but, to the extent permitted by law, the volunteer firefighter shall make up the time spent on the authorized leave of absence before the time will be included in the member Total Creditable Service Time (defined in the Pension Board Bylaws). Subject to applicable law,

you are not guaranteed a job or volunteer position upon returning from a leave of absence. The Fire Chief will determine if you will be reinstated to your former position or another position as a member based upon such factors as the availability of a position, the Fire District's financial condition, your standing at the time you took the leave, your prior length of

employment/service, and the length of leave taken. The Fire Chief will determine if you shall meet any specific training, fitness for duty evaluation, or other requirements as a condition of reinstatement.

c. Military Leaves of Absence.

Leaves of absence for military duty and training will be granted to all members in accordance with applicable law. If you are called to active military duty or to reserve or National Guard training, or you volunteer for the same, the Fire District requests that you submit a copy of your military orders to your supervisor as soon as practicable. Your eligibility for reinstatement after military duty or training will be determined in accordance with applicable law.

5. Injury Leave -Workers' Compensation Insurance.

a. Reporting On the Job Injuries – Providers.

The Fire District provides Workers' Compensation Insurance to all **Emergency Response Members**. If you suffer a work-related injury, illness, or exposure, you shall submit a written report to your supervisor within four working days of the injury, illness or exposure. If you contract an occupational disease as a result of your work for the Fire District, you shall submit a written report of the occupational disease to your supervisor within 30 days after the first distinct manifestation of the occupational disease. Failure to follow these procedures may jeopardize your right to workers' compensation benefits. All **Emergency Response Members** shall comply with SOG entitled *Work Comp Management*.

b. Fitness to Return to Duty.

As stated in Section 2(T), you may be required to obtain a physician's certification that you may return to work and may be required to complete a fitness for duty examination to determine your ability to perform the essential functions of your position. You also may be required to undergo a skills assessment and/or refresher or recertification training to establish your ability to perform the essential functions of your position.

6. District Provided Benefits.

In addition to the intangible benefits derived from providing service to the community and gaining invaluable training and experience, Fire District provides the following benefits to its **Emergency Response Members**.

Fire District has established a Pension Benefit Plan. The details of the Pension Benefit Plan can be obtained from the Fire District's administrative offices. In general, an **Emergency Response Member** who has provided a minimum of 10 years of Total Creditable Service Time, as defined in the Pension Board Bylaws, will become vested in a monthly pension benefit.

| **Emergency Response Members** are provided Accident/Sickness Insurance along with workers' compensation insurance through Fire District's insurance carrier. Further policy information is attached annually upon renewal in Appendix E.

| **Emergency Response Members** are provided access to life insurance through Fire District's insurance carrier. Further policy information is attached annually upon renewal in Appendix E. Please see the plan documents for specific information on this insurance.

| All **Emergency Response Members** in good standing may receive reimbursement for miscellaneous expenses incurred in the course of responding to emergency incidents. Reimbursement may or may not be paid at the discretion of the Chief based on the needs of the Dept. For further information, see the Member Reimbursement Policy as approved by the Board in Appendix D.

Section 6

DISCIPLINE AND TERMINATION

A. Discipline.

Discipline is an action taken against you for violating a supervisor's verbal/written order or direction, a provision of this Handbook, a Fire District rule, or applicable law, or for deficient performance or behavioral problems, and which involves one or more of the actions described in Section 8(B)(2) below. Section 7 applies to both employees and volunteers as applicable.

1. At Will Service; No Progressive Discipline.

The Fire District does not have a progressive or step-discipline policy. You are "at will" and may leave the Fire District at any time. The Fire District also may terminate your volunteer service at any time, with or without cause, subject only to the requirements of applicable law.

2. Reporting Violations.

You shall promptly report a violation of this Handbook or other Fire District rule, applicable law, an SOG, or other alleged member misconduct to your supervisor or the Fire Chief.

3. When Discipline May Be Imposed.

The following is a non-exclusive list of circumstances that may result in disciplinary action, up to and including termination:

- a. Violation of this Handbook, the SOGs, or any other rule, policy or procedure of the Fire District.
- b. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a supervisor.
- c. Unauthorized release of information regarding the Fire District, its employees, members, guests, or persons to whom it has rendered a service.
- d. Unauthorized use or removal of property belonging to the Fire District, other employees or members, guests, or persons served by the Fire District.
- e. Violation of the Fire District's conflicts of interest and personal gain policies.
- f. Carelessness, negligence, or misuse of Fire District property, whether or not resulting in injury to members, apparatus, citizens or other property.
- g. Willful destruction of Fire District property or the property of others.

- h. Falsification of, or material omission from, an employment/volunteer application or any other Fire District record.
- i. Violation of the Fire District's illegal drug and alcohol policy.
- j. Failure to perform assigned duties in a satisfactory manner or to carry out duties of the member's Job Description.
- k. Unexcused absence or tardiness, or excessive absence or tardiness adversely affecting the Fire District's operations or the member's performance.
- l. Leaving Fire District Premises, job site or incident scene without a legitimate reason, permission of the supervisor, or proper relief during absence.
- m. Violation of the Fire District's tobacco policy.
- n. Disorderly conduct, including, but not limited to, gambling; verbal abuse; fighting; use of threats; intimidation; coercion; engaging in any activity that interferes with the member's job performance or any other member's job performance; or, repeated use of abusive, obscene, indecent or profane language.
- o. Lack of courtesy to Fire District guests or customers, Fire District Board members, Fire District employees, officers or other members.
- p. Violation of the Fire District's Dress Code or Code of Conduct.
- q. Unauthorized long distance or personal telephone calls.
- r. Engaging in any criminal activity.
- s. Major violations of Colorado driving laws, or loss or suspension of driver's license.
- t. Falsification, destruction, or unauthorized use of Fire District records, reports, or other data or information belonging to the Fire District.
- u. Failure to report violations of safety policies and procedures.
- v. Failure to use safety gear, clothing, or equipment properly.
- w. Using Fire District apparatus, vehicles, equipment, or property for personal use.
- x. Abuse of leave.
- y. Engaging in a Federal, State, county, or local political campaign during a member's working hours in a manner which violates Federal or State laws.
- z. For a member who wears a Fire District badge or other official Fire District

insignia, or who bears Fire District credentials as evidence of authority or identity,

permitting such badge, insignia or credentials to be used or worn by any other person without the express approval of the Fire Chief.

- aa. Using badges, insignia or credentials for preferential treatment or personal gain.
- bb. Unauthorized use of Fire District funds and/or credit cards.
- cc. Violation of the Fire District's anti-discrimination/anti-harassment policy.
- dd. Violation of the Fire District's workplace violence policy.

B. Discipline Procedure.

1. Two Supervisors Rule.

Whenever a supervisor is conducting a disciplinary meeting, a second supervisor shall be present.

2. Notice of Recommended Discipline and Meeting.

Your supervisor will determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering your prior work performance, including, but not limited to any prior corrective actions or discipline. During investigation of circumstances and determining disciplinary action the member may be placed on Administrative Leave with or without pay. If, based upon all of the facts and circumstances, the supervisor believes discipline is warranted, the supervisor may recommend one or more of the following forms of discipline as applicable.

- a. Probation;
- b. Action Plan;
- c. Suspension;
- d. Fine;
- e. Demotion; or
- f. Termination of Volunteer Services.

The supervisor will provide you with a written *Notice of Recommended Discipline* that contains: (a) a brief, reasonably specific, written statement of your wrongful conduct; (b) the supervisor's order or direction, Fire District rule, SOG, or applicable law you are alleged to have violated; and, (c) to the extent practicable, the time, date, and place where the alleged acts took place, and the names of witnesses.

The *Notice of Recommended Discipline* will state a date and time at which you are required to meet with the supervisor, which meeting will occur within 6 business days of your receiving the *Notice of Recommended Discipline*. If the supervisor cannot hold the meeting within the 6-day period due to unavailability, the meeting shall occur with you as soon as practicable. Before the

meeting, you may submit a written response to the *Notice of Recommended Discipline* in accordance with Section 8(B)(3), below.

The *Notice of Recommended Discipline* may be given to you in person, sent by electronic mail, or mailed to your last known residential address, which residential address you keep current pursuant to Section 2(I) of this Handbook.

3. Written Response.

You will have 3 business days after the *Notice of Recommended Discipline* is given to you in person or mailed in which to submit a written response; provided, however, that your response shall be submitted to the supervisor at least 12 hours before you meet with the supervisor to discuss the *Notice of Recommended Discipline*.

4. Supervisor's Recommendations to the Fire Chief.

After meeting with you and considering your written response, if any, the supervisor will either (a) submit written recommendations of discipline to the Fire Chief, or (b) withdraw the disciplinary action.

5. Fire Chief's Decision on Recommendations.

The Fire Chief may conduct such investigation as he/she deems appropriate. The Fire Chief will issue a written decision on the supervisor's recommendations within 10 business days of receiving the recommendations or as soon thereafter as practical. The Fire Chief's decision is the final decision of the Fire District for all purposes. If a volunteer is terminated for disciplinary action, reapplication will not be accepted for one (1) year from the date of termination. If after one year the application is accepted, time served as a volunteer in previous years will be counted toward the volunteer's pension. In situations resulting in termination which you wish to dispute or disciplinary action you feel violates handbook equal employment/service opportunities or harassment and discrimination policies, you may submit a written request to the board for their review. This request shall be submitted in accordance with handbook Dispute Resolution Procedures Section 8-C. All disciplinary action taken shall be reported to the Board of Directors in a timely manner.

6. Disciplinary Action by the Fire Chief.

The Fire Chief may, at any time, commence disciplinary action against you. The Fire Chief will provide you with a *Notice of Possible Discipline* that contains the information set forth in Section 8(B)(2). You shall meet with the Fire Chief to discuss the discipline being considered. You may provide a written response as provided in Section 8(B)(3). The Fire Chief may conduct such investigation, as he/she deems appropriate. The Fire Chief will issue his/her decision within 10 business days of meeting with you, or as soon thereafter as practicable. The Fire Chief's decision will be the final decision of the Fire District for all purposes. In situations resulting in termination which you wish to dispute or disciplinary action you feel violates handbook equal employment/service opportunities or harassment and discrimination policies, you may submit a written request to the board for their review. This request shall be submitted in accordance with handbook Dispute Resolution Procedures Section 8-C. All disciplinary action taken shall be reported to the Board of Directors in a timely manner.

7. Personnel File.

Any disposition of a disciplinary action shall be placed in your personnel file.

8. Board Discipline of the Fire Chief.

The Board has the sole discretion with respect to imposing discipline against the Fire Chief. The Fire Chief is not entitled to receive progressive or step-discipline; nor does any discipline imposed by the Board alter the Fire Chief's status, serving at the pleasure of the Board. The Board may place the Fire Chief on administrative leave, in its sole discretion, while the disciplinary action is pending. The Board will, to the extent practicable, in compliance with the Colorado Sunshine Law, and its ability to schedule regular or special meetings, follow the procedures contained in Sections 8(B)(2) & (3). The Fire Chief and the Board will meet to discuss the discipline being considered. The Fire Chief may submit a written response, which shall be submitted to the Board members at least 24 hours before the meeting. The Board will issue its final decision on the discipline as soon after the meeting as reasonably practicable.

C. Termination of Volunteer Service for Reasons Other Than Discipline.

The Fire Chief, on his/her own initiative or upon a supervisor's recommendation, may terminate your volunteer service for other than discipline, where the Fire Chief finds it is in the best interests of the Fire District, its employees, members and/or the citizens and property it serves, including your goals and needs are inconsistent with the Fire District's goals and needs, you are not integrating into the Fire District's work force, operations or administrations, or attitude or behavioral problems that, while perhaps not rising to a level requiring discipline, are not in the best interests of the Fire District, its employees, members and/or the citizens and property it serves. In such circumstances the supervisor (if supervisor recommendations are involved) and the Fire Chief shall follow the procedures set forth in Section 8(B). All disciplinary action taken shall be reported to the Board of Directors in a timely manner.

Section 7

DISPUTE/DISCIPLINARY RESOLUTION PROCEDURES

A. Scope.

This Section 8 applies to any aspect of any corrective action, disciplinary action or termination of service, or any personnel decision relating to appointment promotion, or performance evaluations. Such matters shall be addressed in accordance with the policies and procedures, if available, outlined in the relevant portions of this Handbook and SOG's.

B. Informal Problem Resolution.

You shall first address the supervisor or other member with whom you have the dispute and attempt to resolve the dispute directly. If the informal means of problem resolution are not successful, you may utilize the dispute resolution procedures set forth in Section 7(C), below.

C. Dispute/Disciplinary Resolution Procedures.

After satisfying Section 7(B) above, you may submit a written dispute to the Fire Chief as appropriate, or if the dispute involves the Fire Chief, then you may submit a written dispute to a Board member.

1. You shall submit your written dispute within 6 business days of the issue or event that is the reason for the dispute. The written dispute shall be placed in a sealed envelope. If the dispute is being submitted to the Fire Chief, the sealed envelope shall be marked "Confidential Dispute Resolution for the Fire Chief ". If the dispute is being submitted to the Board, then the sealed envelope shall be marked "Confidential – Dispute Resolution for the Board." In either case, the sealed envelope shall be delivered to the administrative office.

2. The written dispute shall, at a minimum, state the following:

- a. The date of the disputed issue or event, and the date you submitted the written dispute;
- b. Your name;
- c. A description of the dispute; how, when and where it arose; the parties involved; and, its present status, including a description of the steps you took to resolve the dispute on an informal basis;
- d. All documents or other materials supporting your position; and
- e. The relief sought or a proposal for resolution of the dispute.

3. If the dispute is submitted to the Fire Chief, he/she may make such investigation as he/she deems appropriate under the circumstances and issue a written decision as soon as possible. In situations resulting in termination which you wish to dispute or disciplinary

| action you feel violates handbook equal employment/service opportunities or harassment and discrimination

policies, you may submit a written request to the board for their review. This request shall be submitted in accordance with handbook Dispute Resolution Procedures Section 7-C.

If the dispute is submitted to the Board, the Board will take whatever action it deems appropriate given the circumstances, which may include appointing a two-member committee or reviewing it as a Board. The Board or its designees will notify the Fire Chief of the dispute and give the Fire Chief the opportunity to provide a written response. The Board or its designees may conduct such investigation as it deems appropriate under the circumstances, including hiring an outside investigator. The Board will issue a written decision as soon as practicable. The Board's decision is final and may not be appealed.

Section 8

ADDITIONAL MEMBER ADMINISTRATION INFORMATION

A. Application Process.

The minimum requirements to apply for a **Emergency Response Member** position with the District are:

1. Shall be a citizen of, or legally authorized to work in, the United States of America.
2. Shall be 18 years of age or older.
3. Shall possess a high school diploma or higher education or a G.E.D. equivalent.
4. Shall possess a valid Colorado State Driver's License and an acceptable driving record.
5. Shall be a resident of the district. Exceptions may be made by membership committee.
6. Shall pass a background check.

The minimum requirements to apply for a **Non-Emergency Response Member** position with the District are:

1. Shall be a citizen of, or legally authorized to work in, the United States of America.
2. Shall be 18 years of age or older.
3. Shall possess a valid Colorado State Driver's License and an acceptable driving record.
4. Shall be a resident of the district. Exceptions may be made by membership committee.

Any person meeting the eligibility requirements set forth above may apply to become a volunteer by completing the Fire District application form. Applicants shall submit the application to the Fire District office. Any false information provided on the application shall cause such application not to be processed. False information discovered after an applicant is voted a member of the Fire District will be cause for dismissal of the member.

Once the applicant has attended a meeting with the Chief and Assistant Chief, or **CWPP Implementation Team Coordinator**, shall investigate the information on the application and any further conditions set forth by the Fire Department. The Chief or **CWPP Implementation Team Coordinator** will decide whether the applicant becomes a member.

B. Probationary Emergency Response Members.

Each probationary emergency response member will be required to successfully complete the Probationary Training Program and any additional training the Chief deems necessary.

Probationary emergency response members shall be present at a minimum of 75% percent of the regularly scheduled "in-house" training sessions (EMS and Fire). The Emergency Response Training Coordinator shall provide training attendance reports to the Chief on a quarterly basis.

Probationary emergency response members shall be evaluated every three months regarding performance during training exercises, response to paged calls, assigned activities and all other rules, policies, and procedures of Fire District, whether contained in this Handbook, General Operating Guidelines and/or Fire Prevention Policies, and Probationary Handbook or otherwise.

The probationary period shall be up to one year. The probationary period is designed to familiarize the individual with Fire District's procedures, district, facilities, apparatus, and equipment. The probationary period may be extended by the Chief.

After the three -month anniversary of the admission as a probationary member, and at three-month intervals thereafter, the probationary member shall be:

1. Continued in the probationary term with a favorable recommendation by the membership officers, or
2. Dismissed upon recommendation of the Chief and Assistant Chief after investigation of inability to progress to a volunteer member.
3. After completion of probationary period, and with a favorable recommendation by the Chief and Assistant Chief, the individual shall be accepted as a regular full member with the majority vote of the regular membership full members.

C. Emergency Response Member Status.

To be considered an **Emergency Response** Member in Good Standing, the following requirements shall be met:

1. Each **Emergency Response Member** shall attend at least 50% percent of the regular meetings and trainings each calendar year, unless other arrangements are made with the Chief or Assistant Chief. The Chief or Assistant Chief shall review attendance quarterly.
2. Unless the Chief had excused attendance, each **Emergency Response Member** shall perform a minimum of 36 hours of Fire District-approved fire training each calendar year and a minimum of 12 hours of Fire District-approved medical training.
3. Each **Emergency Response Member** shall maintain a minimum of 25% response to all paged calls each calendar year. The Chief or Assistant Chief will review response percentages quarterly.
4. If an **Emergency Response Member** fails to meet the minimum service requirements set forth in this section, the member will not receive credit for that year's volunteer services for purposes of the Fire District **Emergency Response** Member Pension Plan and may be subject to discipline.
5. After the three -month anniversary of the admission as a probationary member, and at three -month intervals thereafter, the probationary member shall be:
 - a. Continued in the probationary term with a favorable recommendation by the membership officers, or
 - b. Dismissed upon recommendation of the Chief and Assistant Chief and two-thirds (2/3) majority vote of the regular full membership present. If a two-

thirds (2/3) majority vote to dismiss is not achieved the individual shall continue in the probationary term.

- c. After completion of probationary period, and with a favorable recommendation by the Chief and Assistant Chief, the individual shall be accepted as a regular full **Emergency Response Member** with the majority vote of the regular full **membership**.

D. Elected Emergency Response Member Chief Officers.

Robert's rules of Order will be followed for all elections.

Election of officers shall be conducted at a regularly scheduled meeting in December and the elected officers will begin their position effective January 1.

Positions with multiple candidates shall be by secret ballot. The candidate with the greatest number of votes will be the elected candidate.

Elected officer vacancies within the calendar year will be filled by a majority vote of the general department at the next scheduled meeting or training. The selected officer will be considered interim until the official voting in December for the yearly elected officers are held.

In special cases, such as serious illness, death, etc., a replacement officer can be appointed by the Chief or in his absence by the Membership Committee his designee and presented to the general membership for ratification.

E. Appointed Emergency Response Member Officers.

A member appointed to an Officer position shall serve for a term of one year. The Chief and Assistant Chief shall mutually agree upon the qualified candidate(s) to fill the vacant Volunteer Officer position(s). If the Chief and Assistant Chief cannot agree on the candidate(s) to be selected, the Chief shall select the candidate(s) to fill the vacant Volunteer Officer position(s).

All Volunteer Officers shall maintain Member in Good Standing status.

The Volunteer Officers of the Fire District shall be the Captain(s) as deemed necessary by the Chief.

In the event a superior officer is absent, the next in order of rank will assume the duties of the absent superior officer.

Any Volunteer Officer may resign at any time by giving written notice thereof to the Fire Chief. Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective. The Chief shall inform resignations to the board.

The Chief may remove any Volunteer Officer at any time, with or without cause. The board shall be informed of all such actions.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Chief upon the recommendation of a majority of the other Volunteer Officers for the unexpired portion of the term. The Chief shall inform the Board of Directors of such actions.

F. Emergency Response Member Officer Meetings.

Member Officers' meeting will be held at least once a month.

Special meetings of the Volunteer Officers may be called at the request of the Fire District Board, the Chief or any two Volunteer Officers. The authorized person or persons who call a special meeting may fix any place within the Fire District's jurisdiction as the place for holding a special meeting of the Volunteer Officers called by them.

Notice of each special meeting of the Volunteer Officers shall be given to each Volunteer Officer. If such notice is given either (a) by personally delivering written notice to an Officer or (b) by personally telephoning such Officer or (c) by emailing such Volunteer Officer, it shall be given at least two calendar days prior to the meeting. If such notice is given by depositing a written notice in the United States mail, postage prepaid to such Volunteer Officer at his/her residence or place of business; it shall be so given at least four calendar days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

A majority of the Volunteer Officers shall constitute a quorum for the transaction of business at any regular or special meeting of the Volunteer Officers. If less than a majority of the Volunteer Officers are present at a meeting, the Volunteers Officers present shall adjourn the meeting for lack of a quorum.

The act of a majority of the Volunteer Officers present at a meeting at which a quorum is present shall be the act of the Volunteer Officers, unless the act of a greater number is required by law or by this handbook.

Members of the Volunteer Officers may hold or participate in a meeting of the Volunteer Officers by means of conference telephone or similar communications equipment provided that all such persons participating in such meeting can hear each other at the same time. Similarly, members of the Volunteer Officers may hold or participate in a meeting of the Volunteer Officers by means of email provided that all such persons participating in such meeting are contemporaneously communicating with all other Volunteer Officer members in all emails related to the subject matter of the meeting.

G. Emergency Response Member Meeting

Regular business meetings of these Emergency Response Members will be held once a month. The highest-ranking Volunteer Officer attending the meeting shall be the "Chair" of the meeting.

Special meetings of the volunteers may be called by or at the request of the Chief or the highest-ranking Volunteer Officer then in office. The highest-ranking Volunteer Officer attending the meeting shall be the "Chair" of the meeting. The authorized person or persons calling a special meeting of the volunteer membership may fix any place within the Fire District as the place for holding the special meeting.

No notice of regular meetings shall be required beyond this handbook. Notice of each special meeting of volunteer membership shall be given to each volunteer. If such notice is given either (a) by personally delivering written notice to a volunteer, (b) by personally telephoning such volunteer, or (c) by emailing such volunteer, it shall be so given at least two calendar days prior to the meeting. If such notice is given by mail, it shall be depositing in the United States mail,

postage prepaid, and directed to the volunteer at his/her residence or place of business, at least four calendar days prior to the special meeting. The notice of all special meetings shall state the place, date and

hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

One-half of the **Emergency Response Membership** plus one shall constitute a quorum for the transaction of business at any meeting. If less than a quorum present at said meeting, the majority of the volunteers present that vote to adjourn the meeting for lack of a quorum. Volunteers may participate by telephone.

The act of a majority of the regular volunteers present at a meeting at which quorum is present shall be the act of the volunteer membership, unless the act of a greater number is required by law or by this handbook. Meetings will be conducted following Robert's Rules of Order.

H. CWPP Implementation Team Non-Emergency Responder Member Meeting

Regular business meetings of these Non-Emergency Response Members will be held monthly. The CWPP Implementation Team Coordinator, or designee, attending the meeting shall be the "Chair" of the meeting.

Special meetings of the volunteers may be called by or at the request of the CWPP Implementation Team Coordinator. The authorized person or persons calling a special meeting of the volunteer membership may fix any place for holding the special meeting.

No notice of regular meetings shall be required beyond this handbook. Notice of each special meeting of volunteer membership shall be given to each volunteer. If such notice is given either (a) by personally delivering written notice to a volunteer, (b) by personally telephoning such volunteer, or (c) by emailing such volunteer, it shall be so given at least two calendar days prior to the meeting. If such notice is given by mail, it shall be depositing in the United States mail, postage prepaid, and directed to the volunteer at his/her residence or place of business, at least four calendar days prior to the special meeting. The notice of all special meetings shall state the place, date and

hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

One-half of the CWPP Implementation Team Non-Emergency Membership plus one shall constitute a quorum for the transaction of business at any meeting. If less than a quorum present at said meeting, the majority of the volunteers present that vote to adjourn the meeting for lack of a quorum. Volunteers may participate by telephone.

The act of a majority of the regular volunteers present at a meeting at which quorum is present shall be the act of the volunteer membership, unless the act of a greater number is required by law or by this handbook. Meetings will be conducted following Robert's Rules of Order.

I. Member Books and Records.

The volunteer membership shall keep correct and complete books and records of all accounts maintained by the volunteer membership. The volunteer membership also shall keep minutes of the proceedings of the meetings of its volunteer membership, its Volunteer Officers and any

committees. All books and records of the volunteer membership may be inspected by any fire district board member, or the Chief for any proper purpose at any reasonable time.

J. Uniforms and Safety Equipment.

Members may receive uniforms and other safety equipment from the Fire District at no cost; however, unless otherwise specified, this property is on loan and is expected to be well maintained. Fire District equipment will be returned when a member leaves.

K. Training Guidelines.

The Chief or designee shall set minimum certification levels, required training, and recommended training for all positions of the Fire District. These guidelines shall be reviewed and revised as necessary and a part of the SOG's

The Fire District's training program shall maintain a program that meets, at minimum, the requirements for certification of personnel as identified by the Chief. The Fire District will ensure that the resources and times are available for all members to meet the minimum training requirements for their position. The Fire District will encourage all members to pursue recommended training for their positions, and to the extent possible, with regard to operational and fiscal restraints, facilitate this training.

L. Volunteer Training Responsibilities.

Fire District members shall attend and participate in a minimum of training activities as outlined in the handbook. Members will take the responsibility for gathering information presented during the training sessions they may miss. Members should attempt to take advantage of any outside training opportunities provided that will further their skills, knowledge, and experience.

Members will conduct themselves in a professional and courteous manner while attending any training session. All members are responsible for maintaining complete and accurate individual

training records. Any and all certificates relating to completed training shall be sent to the Training Coordinator.

M. Member External Training.

All external training considered for financial support shall be pertinent to the organization. Generally, only **CWPP Services, Fire Mitigation**, Fire, EMS, or Hazardous Materials training will be considered. The Chief or designee may consider other support or administrative training on a case-by-case basis.

Emergency Response Members wishing to attend external training shall be a Member in Good Standing. This includes call attendance, training attendance, and acceptable overall performance as judged by the Chief, Assistant Chief, or responsible officer based on the current handbook guidelines.

Non-Emergency Response Members wishing financial support for external training must obtain approval from the Fire Chief or the CWPP Implementation Team Coordinator.

The Fire District prefers to pay directly for the expenses related to the class. However, if necessary, the department will reimburse travel, tuition, lodging, and meals to a predetermined amount prior to the class. The member requesting training shall present all costs to the department. Additional clothing or other necessary equipment for the course may be purchased or provided by the department.

All external trainings are subject to pre-approval of all expenses prior to member attendance by the Chief or his designee. All external training paid for by the department shall be completed successfully to obtain any kind of reimbursement.

The department will not reimburse money paid for alcoholic beverages, personal items, personal phone calls, other items deemed unnecessary, or any amount over the predetermined expense. If any alcohol is consumed, driving a department vehicle for any reason is expressly forbidden.

Department vehicles typically should not be taken out of service to provide transportation to a multi-day or distant (out of county) class without specific permission of the Chief. For use of a department vehicle for out of district training, all of the above guidelines shall be met; in addition, there shall be at least two Fire District members authorized to operate department vehicles attending the class. Department vehicles shall be returned fully cleaned, stocked, and fueled. If any mechanical problems develop during the trip, the class attendee(s) is responsible to arrange for repairs.

N. Limited and Restricted Duty.

1. Limited Duty:

- a. Any Member in Good Standing may apply for limited duty for medical reasons for a period of time between 30-90 days if they are able to safely

perform some, but not all, of the duties of their position. A member requesting limited duty shall submit a written letter to the Chief listing the dates of the limited duty and the limitations required. In addition, the member should provide a signed note from their physician indicating the need for the limited duty and the limitations required. The Chief will approve or deny the request and inform the volunteer officers and membership.

b. To return to full duty, the member shall provide a signed note from their physician indicating that the member is medically cleared to return to full duty.

2. Restricted Duty:

- a. The Chief may restrict a member's duties at any time as a result of a disciplinary action, safety concern, or for any other reason. In the case of a restriction of duty, the Chief will provide a written notice of the duty restrictions to the affected member. The member will sign the notice acknowledging receipt and a copy will be placed in the member's file. The Chief will inform the volunteer officers and membership of the duty restrictions.
- b. The Chief will decide when restrictions may be lifted and will notify the affected member by a written notice. The member will sign the notice acknowledging receipt and a copy will be placed in the member's file. The Chief will inform the volunteer officers and membership that the duty restrictions have been lifted.

Section 9

MEMBER ACKNOWLEDGMENT

In addition to reading and understanding this Handbook, you shall acknowledge in writing that you have read and understand this Handbook by signing the form available from the administrative office.

APPENDIX A

MEMBER ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the Member Handbook ("*Handbook*") of the Glacier View Fire Protection District ("*Fire District*"), and that the Handbook and any subsequent amendments supersede all prior Fire District rules, policies, procedures, and benefits dealing with similar subject matter.

I understand the Fire District Board of Directors has the right to change the Fire District rules, policies, procedures, and benefits, including any aspect of the Handbook, at any time without notice, subject only to applicable law.

I further understand the Handbook, as amended from time to time, applies to all Fire District members. I understand the Handbook does not constitute an express or implied contract of employment service. Notwithstanding any statement to the contrary in the Handbook or any other Fire District document (whether in electronic or paper form), or any statements made by any Fire District Director, member or agent, I understand Fire District members serve as volunteers on an "at will basis". As a result, I understand that members may terminate their volunteer service with the Fire District without notice at any time. Similarly, the Fire District may terminate a member's volunteer service at any time with or without cause, subject only to the requirements of applicable law.

Printed Name

Signature

Date

**GLACIER VIEW FIRE PROTECTION DISTRICT BOARD-APPROVED VOLUNTEER
MEMBER REIMBURSEMENT POLICY**

Personnel who respond to emergency incidents shall be reimbursed for miscellaneous expenses as shown below. Reimbursement shall be paid at the end of each quarter. Reimbursement requirements may be changed to meet the needs of the Fire District.

Participation in an emergency incident shall be defined as being attached to a responding emergency vehicle that is responding to the incident or a member that is placed in a standby position by the Incident Commander. This will require that all personnel not responding on an emergency vehicle report to the Incident Commander via the assigned radio channel. Calling in on cell phones or being at Glacier Fire Base without communicating with the Incident Commander will not count as participating in the emergency incident.

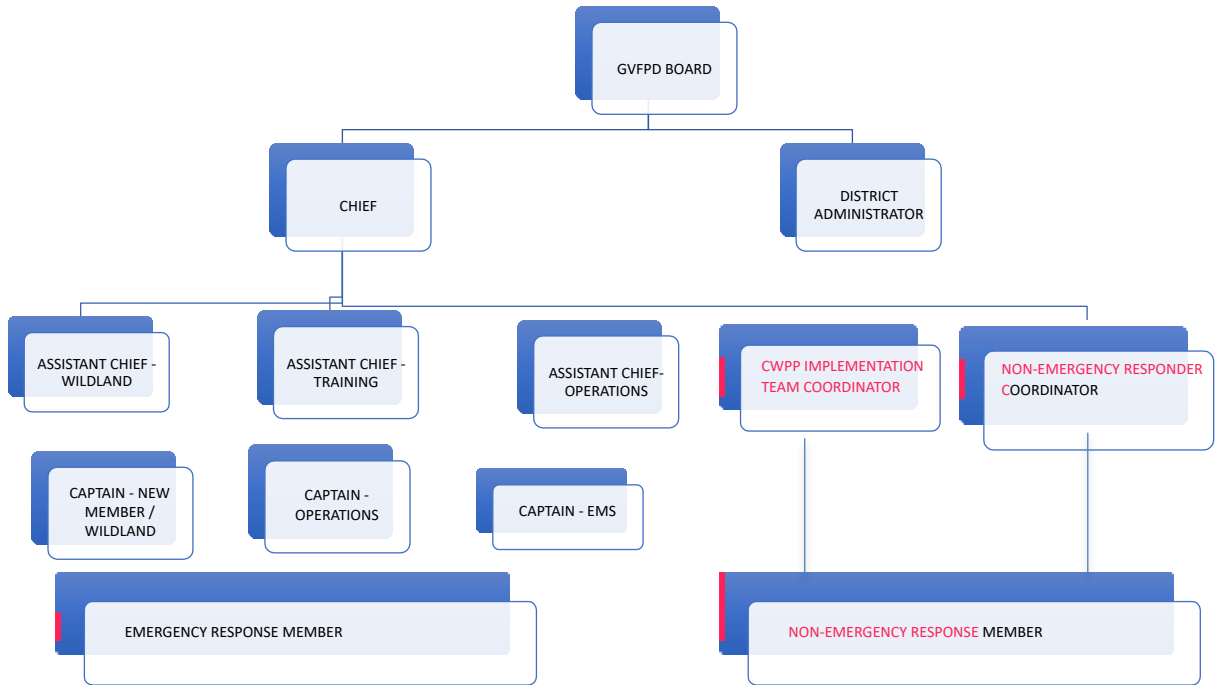
Any dispute whether a member has been reimbursed for the correct number of calls attended will be presented in writing to the Membership Committee for resolution. All disputes shall be presented within one month after the end of the previous quarter.

Membership Reimbursement shall be as follows:

Firefighter/EMT	\$25.00 per call
Probationary Firefighter/EMT	\$20.00 per call

APPENDIX E

GLACIER VIEW FIRE PROTECTION DISTRICT BOARD-APPROVED ORGANIZATIONAL CHART



Glacier View Fire Protection District

Committee Reports Report

March 11, 2024

Glacier View Fire Protection District

Unfinished Business: IT Upgrade

March 11, 2024

Glacier View Fire Protection District

**New Business: Audit Exemption, Anderson Whitney
Engagement Letter & Community Mitigation
Volunteers**

March 11, 2024



December 15, 2023

Board of Directors
Glacier View Fire Protection District
1414 Green Mountain Drive
Livermore, Colorado 80651

Ladies & Gentlemen:

The Objective and Scope of the Engagement

You have requested that we prepare the financial statements of Glacier View Fire Protection District, which comprise the balance sheet as of December 31, 2023, and the related statements of income for the year then ending, and perform a compilation engagement with respect to those financial statements in the prescribed form included in the Application for Exemption from Audit as required by the Office of the State Auditor of the State of Colorado. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to

- a. prepare financial statements in accordance with the prescribed form based on information provided by you and
- b. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the prescribed form.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the prescribed form and assist you in the presentation of the financial statements in accordance with the prescribed form. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the prescribed form as the financial reporting framework to be applied in the preparation of the financial statements
- b. The preparation and fair presentation of financial statements in accordance with the prescribed form
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements
- d. The prevention and detection of fraud
- e. To ensure that the entity complies with the laws and regulations applicable to its activities
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement
- g. To provide us with
 - i. access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
 - ii. additional information that we may request from you for the purpose of the compilation engagement
 - iii. unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

District's Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

If, in connection with our compilation you request us to perform accounting services necessary for the preparation of the financial statements (such as, maintaining depreciation schedules, drafting the financial statements), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are estimated to be \$2,900 are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from District personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

The District agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities or debt offering.

Claim Resolution

The Glacier View Fire Protection District hereby indemnifies Anderson & Whitney, P.C. and its shareholders, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Glacier View Fire Protection District's management, regardless of whether such person was acting in the Glacier View Fire Protection District's interest. This indemnification will survive termination of this letter.

It is agreed that any claim arising out of the services rendered pursuant to this agreement will be submitted to final and binding arbitration conducted in accordance with Colorado Revised Statutes. There shall be a single arbitrator, who shall be a member of the Colorado Society of Certified Public Accountants, with a minimum of ten years in practice. The arbitrator will be selected by Anderson & Whitney, P.C., subject to your approval. The arbitrator shall have authority to award compensatory damages, but only for such damages as found to have been directly and solely caused by acts, errors, or omissions committed in violation of our professional duties. It is agreed by the Glacier View Fire Protection District and Anderson & Whitney, P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the Glacier View Fire Protection District shall be asserted more than two years after the date of the report issued by Anderson & Whitney, P.C.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

This letter constitutes the complete and exclusive statement of agreement between Anderson & Whitney, P.C. and Glacier View Fire Protection District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.

Sincerely,

Anderson & Whitney, P.C.

Confirmed on behalf of Glacier View Fire Protection District:

Warren D. Jones
WARREN D. JONES
VICE-PRESIDENTS

2-15-2024
Date

RESOLUTION 2024 04-01

APPLICATION FOR EXEMPTION FROM AUDIT

(Pursuant to Section 2901-604, C.R.S.)

A RESOLUTION APPROVING AN APPLICATION FOR EXEMPTION FROM AUDIT FOR FISCAL YEAR 2023 FOR THE GLACIER VIEW FIRE PROTECTION DISTRICT, STATE OF COLORADO.

WHEREAS, the Board of Directors of the Glacier View Fire Protection District wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S. states that any local government where neither revenues nor expenditures exceed five hundred thousand dollars may, with the approval of the state auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

WHEREAS, neither revenues nor expenditures for the Glacier View Fire Protection District exceeded \$750,000 for fiscal year 2023; and

WHEREAS, an application for exemption from audit for the Glacier View Fire Protection District has been prepared by Anderson & Whitney, PC a professional corporation of certified public accountants with knowledge of government accounting; and

WHEREAS, said application from audit has been completed in accordance with regulations issued by the state auditor.

NOW THEREFORE, be it resolved by the Board of Directors of the Glacier View Fire Protection District that the application for exemption from audit for the Glacier View Fire Protection District for the fiscal year ended December 31, 2023, has been reviewed and is hereby approved by a majority of the Board of Directors of the Glacier View Fire Protection District; and that this resolution shall be attached to, and shall become a part of the application for exemption from audit of the Glacier View Fire Protection District for the fiscal year ended December 31, 2023.

The undersigned hereby certifies that he/she is the duly elected and qualified Board of Director and the custodian of the books and records and seal of Glacier View Fire Protection District, a Special District, duly formed pursuant to the laws of the state of Colorado and that the foregoing is a true record of a resolution duly adopted at a meeting of the Glacier View Fire Protection Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Special District on March 11th, 2024 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Glacier View Fire Protection District Board of Director Treasurer and have hereunto affixed the corporate seal of the above-named Special District this, 11th day of March 2024.

David Thompson – GVFPD Board of Director - Treasurer

Glacier View Fire Protection District

**New Business: Support Letter for the Community
Mitigation Volunteers**

March 11, 2024

03/06/2024

To the Glacier View Fire Protection District Board of Directors

Gentlemen,

Community Mitigation Volunteers (CMV) is seeking funding through a Larimer County Office of Emergency Management Mitigation Grant to purchase a trailer for the purpose of hauling slash generated during our mitigation efforts. We are seeking letters of support to that end. Such a letter from the GVFPD would strengthen the CMV application. In addition we are applying for funding to purchase reflective emergency evacuation signage for communities in the District.

In 2023 (CMV) was awarded a \$5,000 (OEM) Mitigation Grant with which they purchased chainsaws, pole saws and accessory equipment needed to perform mitigation activities. During that mitigation season, 16 CMV members from 3 different communities within the Fire District treated 3.1 miles of First Priority roads listed in the District CWPP. They worked 442.25 hours with an in-kind value of \$12,825.25 and removed 30,000 cubic feet of fuel from the roadsides. This fuels reduction is necessary for the safe use along these roads by residents evacuating during a wildfire and by firefighters attempting to access the area during an emergency. In the upcoming years CMV will continue treating roads in the GVFPD. The roads selected for mitigation in 2024 are all on the Primary or Secondary Priority list found in the GVFPD CWPP and are all in Glacier View Meadows. They include, the remainder of Haystack Drive, Manhead Mountain Drive, the northern portion of Bald Mountain Drive, Mount Champion Drive, Le Conte Drive and Mount Massive Drive. Completing treatment of the 4.1 miles of roads selected for treatment in 2024 is our primary goal with as much as 2 additional miles to be added if time permits. At this time slash is hauled exclusively with trailers owned by CMV members. As all members are not available on any given work day, their trailers are not always available those project days, occasionally leading to a shortage of slash hauling capacity. Because of that we are applying for funding from a 2024 Larimer County OEM Mitigation Grant for a 16' trailer to enhance the slash hauling capability of CMV. The trailer is expected to cost about \$7,000. In addition, CMV will request funding for reflective emergency evacuation signs to be strategically placed throughout the District through the same grant. The exact sign design and placement will be determined after consultation with the GVFD Fire Chief and community officials. Crystal Lakes has placed similar signage throughout their community making an emergency evacuation safer.

I would greatly appreciate the letter for the above mentioned. Community Mitigation Volunteers is the applicant. The grant is the Larimer County Office of Emergency Management Mitigation Grant. In it we are requesting a trailer to enhance our slash hauling capabilities and emergency evacuation signage to be installed at key locations throughout the Fire District. The grant is due on March 15th. If supporting, please email the letter to me and I will attach it to our application.



GLACIER VIEW FIRE PROTECTION DISTRICT

February 14, 2023

RE: Larimer County Office of Emergency Management (OEM) Community Mitigation Grant Program

To Whom It May Concern,

The Glacier View Fire Protection District (GVFPD) is pleased to support the Community Mitigation Specialist Volunteers (CMSV) application to the Larimer County OEM Community Mitigation Grant Program. This application will assist this new community-based volunteer organization purchase equipment for wildfire risk reduction mitigation work within the Glacier View Fire Protection District.

This new organization represents the essence of the Community Wildfire Protection Plan adopted by the district and approved by the Colorado State Forest Service in 2022 by empowering a community organization to address the wildfire threat in communities within the district. CMSV is currently working directly with the Glacier View Meadows Homeowners Association on many details of evacuation roadway mitigation. They are also working with property owners in Glacier View Meadows to reduce vegetation density for defensible space. The equipment purchased will be used in all areas of the district where CMSV operates including continuing mitigation projects in Red Feather Highlands that begun last year with a Larimer County OEM Community Mitigation Grant.

Thank you for your consideration.

Chief Dan Knox – GVFPD Fire Chief

Glacier View Fire Protection District

END OF BOARD PACKET

March 11, 2024