

Elk Creek Fire Protection District Board of Directors

Regular Meeting Agenda

Thursday, March 10th 18:00hr

Via Zoom (located on ECFPD website)

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call of Board Members
- IV. Additions or Deletions to, and Approval of the Agenda
- V. Review and Approval of February, 2022 Regular Meeting Minutes
- VI. Financial Matters
- VII. Chief Ware Report
- VIII. New Business
- IX. Citizen issues
- X. Old Business
 1. Election
 2. Consolidation
 3. Maintenance IGA
- XI. Adjournment

RECORD OF MINUTES
Elk Creek Fire Protection District
Regular Board Meeting
Station One: 1993 Blackfoot Road, Conifer, CO
February 10th, 2022 Via Zoom

Director Pixley called the regular meeting of the Board of Directors to order on February 10th, 2022 at 18:00 hours.

ROLL CALL

Directors Present:

Greg Pixley
Kent Wagner
Sharon Woods
Melissa Baker
Dominique Devaney

Also Present:

Jacob Ware, Fire Chief
Barbara Stockton, District Administrator
Scott Aaronson, Deputy Chief

PLEDGE OF ALLEGIANCE

Pledge led by Greg Pixley

APPROVAL OF AGENDA

Addition: Wildland Fire Mitigation Update and Discussion about Board of Directors Work Session
MOTION to approve the Agenda with additions (Kent Wagner seconded by Sharon Woods). **MOTION PASSED.**

APPROVAL OF MINUTES

MOTION to approve the January 2022 regular meeting minutes. (Dominique Devaney seconded by Sharon Woods) **MOTION PASSED**

FINANCIAL MATTERS

MOTION to approve the January 2022 expenses. (Kent Wagner seconded by Melissa Baker) **MOTION PASSED.**

NEW BUSINESS

1. Board Elections
 - a. 2022 Election Resolution (Dominique Devaney seconded by Kent Wagner) **MOTION PASSED**
 - b. Resolution Designating Posting Location (Dominique Devaney seconded by Sharon Woods) **MOTION PASSED**

- c. Call for Nominations
- d. Self Nomination and Acceptance Form
2. IGA with Inter-Canyon Fire District for Fleet Mechanic - revision needed. IGA tabled until March Board meeting.
3. Wildland Fire Mitigation Update
4. Board of Directors Work Session - timeline will be dependent on upcoming Board Election.

CITIZEN ISSUES

1. Support was expressed for Department's work on the recent structure fire
2. Support was expressed for the current CWPP
3. Will the Consolidation Plan be included on the Fall Ballot? No, more time is needed.
4. Will North Fork and Indian Hills be included in the Consolidation Plan? Both Districts are still evaluating the plan.
5. When does the Mill Levy sunset? The 2013 Mill Levy expires in 2023.

OLD BUSINESS

ADJOURNMENT

MOTION (Dominique Devaney; seconded by Sharon Woods) to adjourn the meeting. **MOTION PASSED.**

The meeting of the Board of Directors concluded at 19:26 hours

**BY ORDER OF THE BOARD OF DIRECTORS
OF THE ELK CREEK FIRE PROTECTION**

DISTRICT

BY: /s/ Melissa Baker
Secretary of the District.

ELK CREEK FIRE PROTECTION DISTRICT
Income Statement
For the Two Months Ending February 28, 2022

		Current Month	Year to Date	Budget
Revenues				
104000	Property Tax Revenue - Jeffco	28,236	28,323	3,311,286
104010	Property Tax Revenue -Parkco	6,853	6,853	390,867
104040	Delinquent Taxes	-3,213	-3,213	-3,000
104100	Specific Own. Taxes - Jeffco	21,009	34,848	175,000
104110	Specific Own. Taxes - Parkco	3,557	6,948	45,000
104200	Interest Income Jeffco	-219	-237	1,000
104210	Interest Income Parkco	0	0	500
104220	Interest Income Investments	213	387	1,500
104300	Ambulance Billings	0	41,250	700,000
104310	Ambulance Billings-MCR/MCD Adj	0	-14,815	-250,000
104400	Other Income	0	2,500	0
104430	Permits - Inspection Fees	256	1,182	22,000
104450	Donations	0	850	5,000
104460	Lease Revenue	2,492	4,983	50,000
104480	Revenue from Surplus Equipment	0	0	10,000
104700	CRRF Reimbursement	0	0	1,278,275
104800	Mitigation Contracts	0	0	63,507
	Total Revenues	59,185	109,860	5,800,935
Expenses - Administration				
	Total Expenses - Administration	28,196	125,559	945,141
Expenses - Fire				
	Total Expenses - Fire	58,925	110,665	689,550
Expenses - Training				
	Total Expenses - Training	12,638	20,388	193,668
Expenses - Prevention				
	Total Expenses - Prevention	9,253	17,712	149,918
Expenses - EMS				
	Total Expenses - EMS	67,104	153,547	950,735
Expenses - Wildland/Suppression				
	Total Expenses - Wildland/Suppression	35,128	86,955	542,868
Expenses - Fuels Crew				
	Total Expenses - Fuels Crew	4,913	10,137	0
Expenses - CRRF				
	Total Expenses - CRRF	10,571	15,410	1,083,284
Expenses - Fire Stations				
	Total Expenses - Fire Stations	16,240	37,372	290,750
Expenses - Leases/Capital				
608326	Capital - EMS	0	0	25,000
608336	Capital - Fire	22	22	120,000
608606	Capital - Facilities	0	0	800,000
	Total Expenses - Leases/Capital	22	22	945,000
	Total Expenses	242,989	577,768	5,790,914
	Net Income	-183,804	-467,908	10,021



March 10th, 2022

MESSAGE FROM THE CHIEF

The consolidation of Indian Hills, Inter Canyon, North Fork and Elk Creek is continuing to make progress. The Chiefs have been touring districts and learning about each other's districts. The district boards now have two members that are participating in regular meetings to discuss the future. Inter Canyon has started to have members shift with Elk Creek and both agencies are responding together on more calls.

The Fuels Crew is starting a fuel sampling program across the Inter Canyon and Elk Creek district to gather data on the vegetation in the districts. This will help both districts with planning and staffing based on the fire risk for our area. This information will start to develop a data base that we can refer to as we look at staffing and resources in the future. This will help us to determine fire risk across the districts and give us data for resource allocation in the future.

Elk Creek received a grant from the State of Colorado for 20,000.00 to help purchase structural firefighting gear for our members. This is a matching grant that will allow us to purchase 12 sets of gear for our members. This grant was written by Captain Ben Yellin. We are exploring several other grants for the 2022 grant cycle and there will be more information to come.

Elk Creek and Inter Canyon have hired Adam Hojnowski as the Fleet Manager/ Mechanic. Adam has 11 years of fire apparatus experience and is bringing a lot of ideas and energy to both agencies.

Jacob N. Ware
Fire Chief

OPERATIONS (February)

- Volunteer firefighters had 329 hours of staffing at Station 1.
- Elk Creek Averaged 3.5 members per call.
- 37% of the calls overlapped (36 Calls)
- Average Response Time 10:04

February - Emergency Incidents	2020	2021	2022
1. Fire	2	1	3
2. Emergency Medical Services (EMS) & Rescue	68	42	61
3. Hazardous Condition (No Fire)	2	1	2
3. Service Call	6	3	10
4. Good Intent Call	17	9	17
5. False Alarm and False Call	7	4	7
6. Special Incident	3		0
Total	106	60	100

February - Additional Emergency Incidents	2020	2021	2022
Automatic/Mutual Aid Emergency Responses provided to the Elk Creek by other Agencies	9	2	15

February Ambulance Transports	2020	2021	2022
	27	27	25

TRAINING

- Firefighters logged 290 hours of training for the month.
- The 2022 recruit academy is starting the wildland portion of their training and continues to show enthusiasm and motivation. There have not been any more rookies leave the academy.

FIRE PREVENTION

- Fire Marshal Parker completed 47 inspections for the month of February.
- The district is currently discussing the driveway issue with Jefferson County Planning and Zoning. The other area Fire Chiefs have agreed that the adjusted standards are a problem and a loophole that has been exploited in the past.
- The IWUI code continues to be evaluated by Jefferson County and is still not ratified. The mountain area fire chiefs are continuing to discuss the importance of the code with the county.

FLEET, EQUIPMENT, & FACILITIES

Elk Creek and Inter Canyon have hired a Fleet Manager Mechanic. This position is a 50/50 split between the two districts.

Fleet:

- One engine and tender sustained significant damage due to the radiant heat of a structure fire and we are awaiting an insurance adjuster.
- A service truck has been located in Minnesota and is currently going through an inspection by the local Ford dealership. If it passes the inspection, we will be purchasing the vehicle.
- The new type 6 engine is almost complete and waiting on graphics. It should be in service by April.

Equipment: With the 50/50 matching grant from the state of CO we will be purchasing 12 new sets of structural firefighting gear.

Facilities: The floor drains in the old section of the station have stopped draining. There are no records of what the system is and we are evaluating what the next step will be with our plumbing company.

INTERGOVERNMENTAL AGREEMENT
BETWEEN ELK CREEK FIRE PROTECTION DISTRICT
AND INTER-CANYON FIRE PROTECTION DISTRICT
FOR A FLEET MECHANIC/ MANAGER

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

RECITALS

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Inter-Canyon is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson County, Colorado; and
3. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fleet mechanic/manger services within their contiguous borders in an efficient manner.

AGREEMENT

1. Fleet Mechanic/ Manager- Commencing on the Effective Date (defined below), Elk Creek agrees to provide a fleet mechanic/ manager (employee), as directed by Inter-Canyon and within the boundaries of Inter-Canyon to include:
 - a. District apparatus maintance and repair
 - b. Creating a fleet maintance program
 - c. Implementation of the fleet maintance program
 - d. Additional appropriate program coordination and support;
2. Compensation. Inter-Canyon agrees to pay Elk Creek the following:

50% of agreed upon fully burdened rate for a full-time position based on the current salary of the individual. The Salary will be agreed upon by Chiefs of Inter Canyon and Elk Creek FPD's.
3. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on February 21, 2022 ("Effective Date") and shall remain in effect until terminated by either party as provided in paragraph 7 below.
4. Liability.

For the duration of this Agreement, including any renewal term, the liability for any act or omission of the Employee shall be the sole responsibility of the party for whom the Employee is providing services at the time of the act or omission. In no event shall a party be liable for any damages, claims, injuries, or causes of action that are based on the conduct of the Employee when providing services for the other party. This paragraph 4 does not absolve the Employee of

personal liability if the Employee's actions are found to be willful and wanton, or outside the scope of employment. No provision of this Agreement is intended to change, waive, or amend the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

5. Property of Work, Ownership of Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Employee. Any records of services provided pursuant to this Agreement within the boundaries of Inter-Canyon shall be and become the property of Inter-Canyon and shall be retained by Inter-Canyon in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Inter-Canyon and the Fire Chief of Elk Creek shall jointly administer this Agreement. Any disciplinary matters shall be jointly discussed and resolved between the Fire Chiefs pursuant to the policies of the entity that Employee was providing services for when the disciplinary issue occurred.
7. Termination. Either party may terminate this Agreement as follows:
 - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
 - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
 - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
 - d. For non-appropriation. Either party may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement. However, compensation for any services rendered to Inter-Canyon prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is not intended to create a multiple fiscal year obligation for either party.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

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

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

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

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

Elk Creek Fire Protection District

Inter-Canyon Fire Protection District
