

DEER MOUNTAIN FIRE PROTECTION DISTRICT REGULAR BOARD MEETING MINUTES

6181 COUNTY ROAD 28, COTOPAXI, CO 81223 December 21, 2022 at 6:00 PM

CALL TO ORDER: The meeting was called to order by Kathy Reese at 6:01 PM. DIRECTORS PRESENT: Kathy Reese and Sherry Hastings DIRECTOR ABSENT: Gretchen Abel PRAYER: Led by Rick Cleveland PLEDGE of ALLEGIANCE: Led by K. Reese 2022 BUDGET HEARING: S. Hastings This public hearing is to amend the DMFPD annual budget. The Supplemental Budget Amendment Hearing was advertised in our paper of record, the Canon City Daily Record on December 7, 2022, ad #1931397 notifying members of DMFPD that they may review the budget and file any objections. The Proposed 2022 Supplemental

members of DMFPD that they may review the budget and file any objections. The Proposed 2022 Supplemental Budget Amendment has been posted on the bulletin board for review since December 7, 2022, to my knowledge no objections have been filed.

Q - Does anyone present have any objections or questions to the 2022 budget? A - None.

Motion by S. Hastings. As there are no changes to the Proposed 2022 Supplemental Budget Amendment as presented from either board members or the public, I motion to pass Resolution 20221221-01 to adopt the 2022 Supplemental Budget Amendment reflecting revenues of \$1,413,262.95 and expenditures of \$1,407,883.20. This resolution was circulated to the board prior to this meeting for review. Second by K. Reese - Discussion: Actual 2022 expenditures are finalized on January 1, 2023. Budgeted amounts must not be exceeded. Vote: Unanimous, motion carried.

CHANGES TO THE AGENDA -

• S. Hastings requests the addition of three items - FAMLI, purchase reimbursement request and truck repairs.

MINUTES APPROVAL

• Motion by K. Reese to approve the meeting minutes of November 16, 2022. Second by S. Hastings - Discussion: None - Vote: Unanimous, motion carried.

TREASURER'S REPORT: S. Hastings

| November Treasurer's report - see attachment | |
|---|---------------|
| Checking account balance as of November 1, 2022 | \$ 852,930.52 |
| Month of November deposits | \$ 15,210.76 |
| Income plus beginning balance | \$ 868,141.28 |
| Expenses to date | \$ 36,013.74 |
| Total checking account funds | \$ 832,127.54 |
| Emergency Reserves | \$ 62,429.82 |
| Capital Improvements | \$ 56,839.27 |
| Engine Debit Account | \$ 6,955.56 |
| Total funds available (11/30/2022) | \$ 958,352.41 |
| December 2022 Bill's Paid Report - see attachment | |
| Checking account balance as of December 1, 2022 | \$ 832,127.54 |
| Income thus far in December | \$ 8,006.72 |
| Total income plus beginning balance | \$ 840,134.26 |
| Total expenses to date | \$ 9,456.29 |
| Current checkbook balance (12/21/2022) | \$ 830,677.97 |

Motion by S. Hastings to approve the November Treasurer's Report. Second by K. Reese - Discussion: None - Vote: Unanimous, motion carried.

Motion by S. Hastings to approve the December Bills Paid Report. Second by K. Reese - Discussion: None - Vote: Unanimous, motion carried. **Wildland Update:** Total net income is \$162,870.54. Reminder that Wildland pays for itself. Note on truck is \$26,000, expenses of \$44,382.63 bringing the actual income of \$92,487.91. - *see attachment*

FAMLI: (FAMLI provides Colorado employees with twelve weeks of paid family and medical leave funded through a payroll tax.) Starting January 1, 2023, there will be an employee payroll deduction of .45%. The matching .45% paid by the employer applies only if there are 10+ employed. DM payroll does not exceed 10 employees. Information provided to the Fire Chief.

Purchase/Reimbursement Requests: Reminder that funds within a budget category does not give authorization to spend. Call the Treasurer, S. Hastings for authorization as needed.

J. St. John provided clarification that the new truck required additional repairs that were outside of the breakdown that occurred when returning from PA. The reimbursement check for J. St. John is available.

Motion by S. Hastings to reimburse the DM Firefighter Association \$258.75 for roadside assistance on engine #412. Second by K. Reese - Discussion: None - Vote: Unanimous, motion carried.

R. Cleveland provided clarification that "Refusal to Transport" forms could not be located. Additional forms needed to be ordered.

Motion by S. Hastings to approve the purchase of a steel drum plug lock not to exceed \$75 to secure the fuel tank. Second by K. Reese - Discussion: Fuel has again been stolen. This theft was reported and investigated. **ACTION ITEM** for R. Cleveland to provide a police report/information to the board. An enclosure for the tank is considered. Vote: Unanimous, motion carried.

Motion by S. Hastings to purchase items (Flexseal etc.) to repair #451 not to exceed \$300. Second by K. Reese - Discussion: Repair recommendation from S. Decker - Vote: Unanimous, motion carried.

Motion by S. Hastings to pay Sarah Anderson for instruction of a CPR class that has already taken place in the amount of \$140. Second by K. Reese - Discussion: Seven class participants at \$20/each. - Vote: Unanimous, motion carried.

Motion by S. Hastings to approve the reimbursement to the DMFD FireFighter Fund for the cost of two Volunteer FireFighter Kits and promotional materials in the amount of \$1,338.04.

Second by K. Reese - Discussion: Kits and other materials are used for fire prevention presentations at schools and other events. Staff clarified kit contents. - Vote: Unanimous, motion carried.

Truck Repairs:

Motion by S. Hastings to approve fire department permission to service and repair trucks in amounts not to exceed \$1,500 as long as the treasurer is notified in advance.

Second by K. Reese - Discussion: Similar motion was passed some time ago. The change of personnel and board members requires this motion to be brought forward again. - Vote: Unanimous, motion carried.

• PUBLIC COMMENT: None

• CHAIRMAN'S REPORT: None

• VICE-CHAIRMAN'S REPORT: K. Reese.

The Oath of Office and Employment Contract documents (*see attachments*) should have been provided last month. K. Reese apologized for the omission.

Fire Chief Wages/Contract:

Motion by K. Reese to approve the increase of the Fire Chief wages to \$28,392/year beginning Jan 2023. Second by S. Hastings - Discussion: Covers minimum wage increase. - Vote: Unanimous, motion carried.

Motion by K. Reese to accept the revised FIre Chief Contract that reflects the salary change. Second by S. Hastings - Discussion: None - Vote: Unanimous, motion carried.

Oath of Office taken by R. Cleveland.

Resident Questions/Answers: - see attachment

S. Hastings will seek grant items clarification from Fremont County.

• CGC REPORT: None

• ASSISTANT TREASURER'S REPORT: None

STATION REPORTS: R. Cleveland

Hiring Lieutenant: Fire Chief would like to hire an assistant to help with fire department responsibilities. Motion by S. Hastings to approve Dave Nowlan as Assistant to the Chief beginning January 1, 2023 at a rate \$250/month.

Second by K. Reese - Discussion: Rank/Position is Lieutenant - Vote: Unanimous, motion carried.

Fire/EMS: Responded to a total of 21 calls.

| # | Description | _ | # | Description |
|----|-----------------|---|---|------------------------------|
| 15 | Total EMS calls | | 1 | Smoke Investigations |
| 1 | MVA | | 1 | Mutual Aid w/Wet Mountain FD |
| 1 | Chimney Fire | | 1 | Mutual Aid w/Howard FD |
| 1 | Car Fire | | | |

New Hires/Volunteers: Three new volunteer firefighters- Scott Dodge, Zach Taylor and Scott Hamlin.

EMT Training/Information: Upcoming trainings on the first Tuesday (January 3) at 6:00 PM and the third Saturday (January 21) at 9:00 AM.

OLD UNFINISHED BUSINESS: None

ANNOUNCEMENTS: Next regular board meeting scheduled for January 18, 2023 at 6:00 PM.

ADJOURNMENT:

Motion by K. Reese to adjourn the meeting at 7:03 PM.
Second by S. Hastings - Discussion: None - Vote: Unanimous, motion carried.

Respectfully submitted, Anita Gregg, secretary

Supporting documents:

- Resolution 20221221-01
- Treasurer's Report
- Bills Paid Report
- P/L Budget Performance
- Wildland Update
- Oath of Office
- Employment Agreement
- Answers to November public comments

Resolution 20221221-01

RESOLUTION FOR SUPPLEMENTAL BUDGET and APPROPRIATION

(Pursuant to Section 29-1-109, C.R.S.)

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE DEER MOUNTAIN FIRE PROTECTION DISTRICT, FREMONT COUNTY, COLORADO.

WHEREAS,

The Deer Mountain Fire Protection District has the following increased revenues that were not assured at the time of the March 16, 2022, adoption of the 2022 budget amendment:

- 1) Additional \$270,228.38 in state fire payments.
- 2) Additional \$466.00 personal property exemption
- 3) Additional \$680.00 Contributions, Donations, Hall Rental
- 4) Reduction of \$500.00 F/D Traffic/ Accident control.
- 5) Additional \$21,281.41 in tax revenues.
- 6) Reduction of \$2,000.00 Medical Income.
- 7) Reduction of \$114,494.40 in Grant income.

NOW, THEREFORE, BE IT RESOLVED BY THE **BOARD OF DIRECTORS** OF THE DEER MOUNTAIN FIRE PROTECTION DISTRICT, FREMONT COUNTY, COLORADO.

Section 1. That the 2022 appropriation for the <u>General Fund</u> hereby increased from \$1,228,869.75 to \$1,413,262.95 for the following purposes: Capital Outlay, State Fire Disbursements, Payroll and general Fire and EMS operating expenses.

ADOPTED, this 21st day of December, A.D., 2022.

DEER MOUNTAIN FIRE PROTECTION DISTRICT

By: Vice-Chairman, Kathy Reese Treasurer Sherry Hastings

ATTEST:

By: Secretary, Anita Greg

Seal

DEER MOUNTAIN FIRE PROTECTION DISTRICT

November 2022 Treasurer's Report for the December 21, 2022 District Board Meeting

| | Beginning November 1st checkbook balance | Bank of San Juans | \$852,930.52 |
|-----------|--|-------------------|--------------|
| THE BANK | Deposits this month | | |
| OF | County Deposit for prior month | \$4,241.93 | |
| SAN JUANS | Medical Insurance Income | \$829.27 | |
| CHECKING | State of Colorado - Wildland | \$10,139.56 | |
| ACCOUNT | | | |

| Total Month | Income | \$15,210.76 |
|-------------|--------|-------------|
| | | |

Total Income plus beginning balance

\$868,141.28

| Check | | | | |
|----------|------------|-------------------------------|--------------------------------|----------|
| Number | Date | Name | Description | Amount |
| 6743 | 09/21/2022 | Gretchen Abel | Director Fee | 100.00 |
| 6772 | 10/19/2022 | Selective Insurance | Liability Insurance | 7,613.00 |
| 6763 | 10/19/2022 | Lenny Merriam, CPA | Accounting Services | 800.00 |
| 6768 | 10/19/2022 | L.N. Curtis & Sons | Firefighting Apparel | 650.00 |
| Withdraw | 11/01/2022 | Century Link | Telephone Expense | 404.89 |
| Debit | 11/04/2022 | Answer Right Communications | Communications & Dispatch | 99.00 |
| Withdraw | 11/08/2022 | QuickBooks | Payroll | 2,900.25 |
| Debit | 11/08/2022 | Intuit | Software Renewal | 504.00 |
| Withdraw | 11/09/2022 | QuickBooks | Payroll | 641.65 |
| Withdraw | 11/10/2022 | U.S. Treasury | Payroll Tax Deposit | 669.84 |
| Withdraw | 11/10/2022 | QuickBooks | Payroll | 219.40 |
| Withdraw | 11/14/2022 | U.S. Treasury | Payroll Tax Deposit | 112.10 |
| Withdraw | 11/15/2022 | QuickBooks | Payroll | 171.81 |
| 6776 | 11/16/2022 | Jim's Tire Service | Engine 412 & Support 1 | 3,030.38 |
| 6793 | 11/16/2022 | Selective Insurance | Liability Insurance | 2,522.00 |
| 6780 | 11/16/2022 | Community First National Bank | Building | 2,149.60 |
| 6774 | 11/16/2022 | Acorn Petroleum | Vehicle Fuel | 2,113.77 |
| 6779 | 11/16/2022 | Community First National Bank | 2019 Type 3 Engine | 2,107.20 |
| Withdraw | 11/16/2022 | Colorado Dept of Revenue | State Payroll Withholding | 863.00 |
| 6787 | 11/16/2022 | Lenny Merriam, CPA | Accounting Services | 800.00 |
| 6786 | 11/16/2022 | Karen McKee | Wildland Admin Expense | 662.01 |
| 6791 | 11/16/2022 | City Auto Plaza | Vehicle Repair | 547.98 |
| 6790 | 11/16/2022 | Knecht Home Center | Building Maintenance | 365.27 |
| 6777 | 11/16/2022 | Sangre de Cristo Electric | Electric Utility | 357.53 |
| 6784 | 11/16/2022 | Anita Gregg | Director Fee & Website Expense | 200.00 |
| 6788 | 11/16/2022 | First Net | Communications | 182.94 |
| 6775 | 11/16/2022 | Norup Gas | Propane | 161.71 |
| Withdraw | 11/16/2022 | U.S. Treasury | Payroll Tax Deposit | 145.04 |
| 6782 | 11/16/2022 | Gretchen Abel | Director Fee | 100.00 |
| 6789 | 11/16/2022 | Dan Slater | Legal Services | 81.00 |
| 6778 | 11/16/2022 | Business Options | Medical Billing | 45.90 |
| Withdraw | 11/22/2022 | QuickBooks | Payroll | 3,426.84 |
| Withdraw | 11/23/2022 | U.S. Treasury | Payroll Tax Deposit | 828.40 |
| Withdraw | 11/25/2022 | Grasshopper | Communications | 32.34 |
| Withdraw | 11/30/2022 | Century Link | Telephone Expense | 404.89 |
| | | | | |

| Total Expenses to Date | \$36,013.74 | |
|--|-------------|---------------------|
| TOTAL CHECKING ACCOUNT FUNDS | | <u>\$832,127.54</u> |
| Other Bank Account Balances: | | |
| Emergency Reserves Bank of San Juans | | \$62,429.82 |
| Capital Improvements Bank of San Juans | | \$56,839.27 |
| Engine Debit Account Bank of San Juans | | \$6,655.78 |
| Total Funds 11/30/22 | | \$958,052.41 |

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Deer Mountain Fire Protection District

Bills Paid

| | | | DIIIS F | | | | |
|-----------------|------|-------------|---|------------|-----------------------------|----------|-----------------------|
| Туре | Num | Date | NameDecember 1 | - 21, 2022 | Account | | Original Amount |
| Liability Check | | 12/06/2022 | QuickBooks Payroll Service | Pa | ayroll | | -4,079.26 |
| * | | | Rick Cleveland | | | 1,657.81 | |
| | | | Alex Whitney | | | 1,212.14 | |
| | | | Howard Dixon | | | 249.01 | |
| | | | Jerry St John | | | 960.30 | |
| Liability Check | | 12/20/2022 | QuickBooks Payroll Service | Pa | yroll | | -3,629.13 |
| | | | Rick Cleveland | | | 1,456.86 | |
| | | | Alex Whitney | | | 1,054.19 | 3,629.13 |
| | | | Jerry St John | | | 1,118.08 | 3,629.13 |
| Check | DB | 12/09/2022 | Master Printers | Re | efusal form | | -150.00 |
| Check | W/D | 12/05/2022 | Answer Right Telecommunications | Di | spatcher Fees and expense | es | -99.00 |
| iability Check | W/D | 12/07/2022 | United States Treasury | Pa | yroll Taxes | | -996.90 |
| Check | W/D | 12/08/2022 | Intuit | Du | ies & Subscription | | -30.00 |
| iability Check | W/D | 12/14/2022 | Colorado Department of Revenue | Pa | yroll Taxes | | -272.00 |
| Check | 6794 | 12/21/2022 | Norup Gas, Inc. | Pr | opane | | -913.85 |
| | | | Station #1 | | | 829.15 | |
| | | | Station #2 | | | 84.70 | |
| Check | 6795 | 12/21/2022 | First Net | Na | t'l Fire Expenses-Web | | -182.94 |
| heck | 6796 | 12/21/2022 | Lenny Merriam, CPA | Ac | counting | | -800.00 |
| check | 6797 | | Kathy Reese | Di | rector, Sec. Fees | | -100.00 |
| Check | 6798 | | Gretchen Abel | Di | rector, Sec. Fees | | -100.00 |
| heck | 6799 | 12/21/2022 | Sherry Hastings | Di | rector, Sec. Fees | | -100.00 |
| heck | 6800 | | Anita L. Gregg | | | | -200.00 |
| | | | Director, Sec. Fees | | | 100.00 | |
| | | | Website Expenses | | | 100.00 | |
| Check | 6801 | 12/21/2022 | Fremont Co EMS Council | Me | edical Expenses-Dr. Numse | n | -100.00 |
| Check | 6802 | | Combined Regional Communications Authorit | | spatcher Fees and expense | | -914.88 |
| Check | 6803 | | Community First National Bank | | nk of the San Juans-Check | | -2,107.20 |
| | | | 2019 Type 3 Engine Principal | | | 1,816.88 | _, |
| | | | 2019 Type 3 Engine Interest | | | 290.32 | |
| Check | 6804 | 12/21/2022 | Community First National Bank | Ba | nk of the San Juans-Check | | -2,149.60 |
| | 0001 | 12/2 112022 | Bldg Interest | | | 541.06 | 2, 1 10100 |
| | | | Bldg Principal | | | 1,608.54 | 541.06 |
| Check | 6805 | 12/21/2022 | Sangre de Cristo Electric | FI | ectricity | 1,000.04 | -289.54 |
| | 0000 | 12/21/2022 | Station #1 | | sotherty | 239.55 | 200.04 |
| | | | Station #2 | | | 49.99 | |
| Check | 6806 | 12/21/2022 | Business Options | D.A.c | edical Billing | 40.00 | -45.14 |
| Check | 6807 | 12/21/2022 | | | ability Insurance | | -2,522.00 |
| Check | 6808 | | Complete Wireless Technologies | | ommunications Radio progra | amming | -2,034.90 |
| Check | 6809 | | L.N. Curtis & Sons | | parel-Bunker Gear | anning | -2,034.90 |
| Check | 6810 | | Rick Cleveland | | uck Repair | | -40,451.46 -448.94 |
| Check | 6811 | | Deer Mountain Volunteer Fire Dept. | | avel & Ent Pick-up new truc | k | -3,483.13 |
| | | | | _ | | | |

-58,400.55

Total

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12/20/22

Cash Basis

Deer Mountain Fire Protection District Profit & Loss Budget Performance November 2022

| Cash Basis | | November 2022 | | | |
|---|--------------------|----------------------|-------------------------|-----------------------|-----------------------|
| | Nov 22 | Budget | Jan - Nov 22 | YTD Budget | Annual Budget |
| Income | | | 100.00 | | |
| Personal Property Exemption | 0.00 0.00 | 41.66 | 466.00 0.00 | 458.26 | 500.00 |
| F/D Traffic / Accident Control Nat'l Fire Reserves for Payroll | 0.00 | 14,166.00 | 0.00 | 155,826.00 | 170,000.00 |
| Nat' I Fire Reserve for Lease | 0.00 | 4,273.92 | 0.00 | 47,013.12 | 51,287.00 |
| Nat'l Fire State Fire Payments | 10,139.56 | 5,025.85 | 334,569.80 | 55,284.35 | 60,310.16 |
| Medical Income | 0.00 | 400.00 | 0.00 | 1 922 26 | 2,000.00 |
| VA payments Medicare/Medicaid Payments | 0.00 0.00 | 166.66 208.33 | 0.00 4,396.35 | 1,833.26 2,291.63 | 2,500.00 |
| Insurance Payments | 564.27 | 2,250.00 | 21,586.17 | 24,750.00 | 27,000.00 |
| Patient payments | 265.00 | 291.66 | 6,573.59 | 3,208.26 | 3,500.00 |
| Medical Income - Other | 0.00 | | 300.00 | | |
| Total Medical Income | 829.27 | 2,916.65 | 32,856.11 | 32,083.15 | 35,000.00 |
| Contributions, Donations, Hall Rn | | | | | |
| GVPOA - Hall Rental | 0.00 | 19.58 | 290.00 625.00 | 215.38 | 235.00 |
| Contributions, Donations, Hall Rn - Other | 0.00 | | | | |
| Total Contributions,Donations,Hall Rn | 0.00 | 19.58 | 915.00 | 215.38 | / 235.00 |
| Fremont County Tax Current & Deling. Interest | 334.37 | 69.16 | 1,100.14 | 760.76 | 830.00 |
| Current & Deling, tax | 4,736.19 | 18,031.66 | 255,206.21 | 198,348.26 | 216,380.00 |
| Specific Ownership ABCDF | 3,088.27 | 2,700.00 | 33,617.99 | 29,700.00 | 32,400.00 |
| Fremont County Tax - Other | 0.00 | 550.00 | 0.00 | 6,050.00 | 6,600.00 |
| Total Fremont County Tax | 8,158.83 | 21,350.82 | 289,924.34 | 234,859.02 | 256,210.00 |
| Grants | 0.00 | 12,500.00 | 35,505.60 | 137,500.00 | 150,000.00 |
| Misc. Inc.& Ins. Claims etc. | 0.00 | 4,610.63 | 60,028.14 | 50,716.93 | 55,327.59 |
| Total Income | 19,127.66 | 64,905.11 | 754,264.99 | 713,956.21 | 778,869.75 |
| Gross Profit | 19,127.66 | 64,905.11 | 754,264.99 | 713,956.21 | 778,869.75 |
| Expense 2019 Type 3 Engine 2019 Type 3 Engine Principal | 1,810.63 | 1,809.91 | 19,577.76 | 19,909.01 | 21,719.00 |
| 2019 Type 3 Engine Interest | 296.57 | 356.75 | 3,601.44 | 3,924.25 | 4,281.00 |
| Total 2019 Type 3 Engine | 2,107.20 | 2,166.66 | 23,179.20 | 23,833.26 | 26,000.00 |
| Building Lease Bldg Interest | 545.68 | 365.00 | 6,253.17 | 4,015.00 | 4,380.00 |
| Bldg Principal | 1,603.92 | 1,742.25 | 17,392.43 | 19,164.75 | 20,907.00 |
| Total Building Lease | 2,149.60 | 2,107.25 | 23,645.60 | 23,179.75 | 25,287.00 |
| Reserved Funds | 0.00 | 0.000.00 | 0.00 | 33,916.63 | 37,000.00 |
| Capital Improvements Account 2019 Type 3 Engine - next year | 0.00 0.00 | 3,083.33 2,107.25 | 0.00 | 23,179.75 | 25,287.00 |
| Station 1 Bldg Lease | 0.00 | 2,166.66 | 0.00 | 23,833.26 | 26,000.00 |
| Emergency Reserves Account | 0.00 | 1,000.00 | 0.00 | 11,000.00 | 12,000.00 |
| Reserved for Next Years Payroll | 0.00 | 15,833.33 | 0.00 | 174,166.63 | 190,000.00 |
| Total Reserved Funds | 0.00 | 24,190.57 | 0.00 | 266,096.27 | 290,287.00 |
| Payroll | | | | | 1 050 11 |
| National Fire Payroll | 0.00 | 88.01 | 136.38 | 968.11 | 1,056.11 30,000.00 |
| Fire Mgmt Pay Chief Asst NFIRS | 0.00 | 2,500.00 192.47 | 11,106.02 108,434.62 | 27,500.00 2,117.17 | 2,309.58 |
| Wildland Payroll Payroll Other | 764.96 0.00 | 16.67 | 39.31 | 183.37 | 200.00 |
| Payroll Wages | 7,512.93 | 10,132.98 | 82,149.03 | 111,462.78 | 121,595.81 |
| Payroll Taxes Payroll - Other | 642.73 0.00 | 1,250.04 | 15,144.29 44.50 | 13,750.44 | 15,000.50 |
| Total Payroli | 8,920.62 | 14,180.17 | 217,054.15 | 155,981.87 | 170,162.00 |
| Capital Outlay | | | | | |
| Generators Vehicle Purchase | 0.00 0.00 | 250.00 | 0.00 17,000.00 | 2,750.00 | 3,000.00 |
| Total Capital Outlay | 0.00 | 250.00 | 17,000.00 | 2,750.00 | 3,000.00 |
| State Fire Disbursements | | | | | |
| Lodging/Meals/Per Diem | 491.42 | 01.00 | 9,421.78 | 004 63 | 076.00 |
| State Fire Disbursements - Other | 0.00 | 81.33 | 2,492.32 | 894.63 | 976.00 |
| Total State Fire Disbursements | 491.42 | 81.33 | 11,914.10 | 894.63 | 976.00 |
| | 4 4 4 4 70 | 1 100 25 | 44 282 63 | 12 102 75 | 13 203 00 |
| Nat'l Fire Expenses County Treasurers Fees | 1,144.73 152.11 | 1,100.25 750.00 | 44,382.63 7,805.34 | 12,102.75 8,250.00 | 13,203.00 9,000.00 |

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12/20/22

Cash Basis

Deer Mountain Fire Protection District Profit & Loss Budget Performance November 2022

| | Nov 22 | Budget | Jan - Nov 22 | YTD Budget | Annual Budget |
|---|----------------|----------------------|-----------------------|------------------------|------------------------|
| Medical Expenses | | | | | |
| Medical Vehicle Expenses | 0.00 | 1,879.58 958.33 | 2,538.57 67,789.29 | 20,675.38 10,541.63 | 22,555.00 11,500.00 |
| Medical Supplies Medical Training | 0.00 | 333.33 | 1,562.37 | 3,666.63 | 4,000.00 |
| Medical Billing | 45.90 | 333.33 | 3,686.99 | 3,666.63 | 4,000.00 |
| Medical Expenses - Other | 100.00 | 2,637.92 | 1,100.00 | 29,017.12 | 31,655.00 |
| Total Medical Expenses | 145.90 | 6,142.49 | 76,677.22 | 67,567.39 | 73,710.0 |
| Administrative, & Tel. Expense Office Equipment | 0.00 | 208.33 | 1,726.40 | 2.291.63 | 2,500.00 |
| Background Checks | 0.00 | 33.33 | 0.00 | 366.63 | 400.00 |
| Website Expenses | 100.00 | 100.00 | 400.00 | 1,100.00 | 1,200.00 |
| Dues & Subscription | 504.00 | 416.66 | 2,157.72 56.78 | 4,583.26 | 5,000.00 |
| Miscellaneous Office supplies | 0.00 | | 50.76 | | |
| Postage | 0.00 | 133.33 | 143.07 | 1,466.63 | 1,600.00 |
| Office supplies - Other | 0.00 | 66.67 | 1,608.48 | 733.37 | 800.00 |
| Total Office supplies | 0.00 | 200.00 | 1,751.55 | 2,200.00 | 2,400.00 |
| Phone expense | 809.78 | 583.33 | 4,448.13 | 6,416.63 | 7,000.00 |
| Fotal Administrative, & Tel. Expense | 1,413.78 | 1,541.65 | 10,540.58 | 16,958.15 | 18,500.0 |
| nsurance Liability Insurance | 2,522.00 | 4,166.66 | 28,893.00 | 45,833.26 | 50,000.00 |
| Workman's Compensation | 0.00 | 1,083.33 | 4,586.00 | 11,916.63 | 13,000.00 |
| Fotal Insurance | 2,522.00 | 5,249.99 | 33,479.00 | 57,749.89 | 63,000.0 |
| Professional Fees | | 1 000 00 | 10 000 11 | 17 066 62 | 19,600.00 |
| Accounting Election Expense | 800.00 0.00 | 1,633.33 1,833.33 | 16,006.14 500.88 | 17,966.63 20,166.63 | 22,000.00 |
| Legal Fees | 81.00 | 833.33 | 472.50 | 9,166.63 | 10,000.00 |
| Professional Fees - Other | 39.60 | | 377.94 | | |
| otal Professional Fees | 920.60 | 4,299.99 | 17,357.46 | 47,299.89 | 51,600.0 |
| Fire District Communications Communications Sta #1 | | | | | |
| Radio Batteries | 0.00 | 8.33 | 0.00 | 91.63 | 100.00 |
| Radio Repairs | 0.00 | 25.00 | 0.00 | 275.00 | 300.00 109,213.00 |
| Radios Communications Sta #1 - Other | 0.00 0.00 | 9,101.08 8.33 | 21,021.95 474.70 | 100,111.88 91.63 | 109,213.00 |
| Total Communications Sta #1 | 0.00 | 9,142.74 | 21,496.65 | 100,570.14 | 109,713.00 |
| Communications Dispatch | 101.01 | 716.66 | 9,220.89 | 7,883.26 | 8,600.00 |
| Dispatcher Fees and expenses | 131.34 | 716.66 | 9,220.89 | 7,883.26 | 8,600.00 |
| Total Communications Dispatch Total Fire District Communications | 131.34 | 9,859.40 | 30,717.54 | 108,453,40 | 118,313.0 |
| Station, Buildgs, Grounds | 131.54 | 3,000.40 | 00,717.04 | | |
| Building Repairs Janitorial | 0.00 | 333.33 | 351.71 | 3,666.63 | 4,000.00 |
| Supplies | 0.00 | 41.66 | 433.23 | 458.26 | 500.00 |
| Janitorial - Other | 0.00 | 75.00 | 432.00 | 825.00 | 900.00 |
| Total Janitorial | 0.00 | 116.66 | 865.23 | 1,283.26 | 1,400.00 |
| Building Maintenance Security Utilities | 365.27 0.00 | 11,608.33 811.25 | 365.27 0.00 | 127,691.63 8,923.75 | 139,300.00 9,735.00 |
| Station #1 | 309.25 | 583.33 | 3.699.57 | 6,416.63 | 7.000.00 |
| Electricity Propane | 161.71 | 750.00 58.33 | 3,630.12 0.00 | 8,250.00 641.63 | 9,000.00 700.00 |
| Station #1 - Other Total Station #1 | 470.96 | 1,391.66 | 7,329.69 | 15,308.26 | 16,700.00 |
| Station #2 | | , | | | |
| Electricity Propane | 48.28 0.00 | 66.66 58.33 | 532.86 384.44 | 733.26 641.63 | 800.00 700.00 |
| Total Station #2 | 48.28 | 124.99 | 917.30 | 1,374.89 | 1,500.00 |
| Total Utilities | 519.24 | 1,516.65 | 8,246.99 | 16,683.15 | 18,200.00 |
| Total Station, Buildgs, Grounds | 884.51 | 14,386.22 | 9,829.20 | 158,248.42 | 172,635. |
| Fire Fighting supply Apparel | 0.00 | 2,291.66 | 18,247.48 | 25,208.26 | 27,500.00 |
| Equipment | | | | | |
| Equipment Purchases | 0.00 | 950.00 | 705.97 | 10,450.00 | 11,400.00 18,817.00 |
| Equipment Maintenance Equipment Repairs | 0.00 0.00 | 1,568.08 33.33 | 893.82 80.22 | 17,248.88 366.63 | 18,817.00 |
| Equipment Repairs | 0.00 | 00.00 | 00.a.a | | |

2:11 PM

12/20/22 Cash Basis

Deer Mountain Fire Protection District Profit & Loss Budget Performance November 2022

| | Nov 22 | Budget | Jan - Nov 22 | YTD Budget | Annual Budget |
|--|--------------------------|------------------------------|-----------------------------|-----------------------------------|-----------------------------------|
| Small supplies | 0.00 | 125.00 | 804.49 | 1,375.00 | 1,500.00 |
| Total Fire Fighting supply | 0.00 | 4,968.07 | 20,731.98 | 54,648.77 | 59,617.00 |
| Fire Training Training Expenses | 0.00 | 708.33 | 1,905.00 | 7,791.63 | 8,500.00 |
| Total Fire Training | 0.00 | 708.33 | 1,905.00 | 7,791.63 | 8,500.00 |
| Vehicles Expenses Truck Repairs Repair | 0.00 | 833.33 | 3,167.03 | 9,166.63 | 10,000.00 |
| Maintenance | 3,578.36 | 6,667.00 | 4,521.67 | 73,337.00 | 80,000.00 |
| Truck Repairs - Other | 0.00 | | 1,289.15 | | |
| Total Truck Repairs | 3,578.36 | 7,500.33 | 8,977.85 | 82,503.63 | 90,000.00 |
| Fuel Station #1 Station #2 Fuel - Other | 2,113.77 0.00 0.00 | 1,500.00 125.00 125.00 | 12,797.24 0.00 228.91 | 16,500.00 1,375.00 1,375.00 | 18,000.00 1,500.00 1,500.00 |
| Total Fuel | 2,113.77 | 1,750.00 | 13,026.15 | 19,250.00 | 21,000.00 |
| Vehicle Supplies & Equipment | 0.00 | 83.33 | 0.00 | 916.63 | 1,000.00 |
| Total Vehicles Expenses | 5,692.13 | 9,333.66 | 22,004.00 | 102,670.26 | 112,000.00 |
| Total Expense | 27,075.94 | 101,957.69 | 573,423.00 | 1,121,534.59 | 1,223,490.00 |
| come | -7,948.28 | -37,052.58 | 180,841.99 | -407,578.38 | -444,620.25 |

26,000.00 44,382.63 92,487.91

Truck note Expense

| 2022 Nation Fire | EXPENSES | | | | | | INCOME less Unbillable Expenses (not including maintenance & renairc) | nbillable E) naintenand | (penses | | Total |
|--------------------------------|------------|-----------|----------|----------|-------------|------------|--|----------------------------|------------|-------------|------------|
| | | | | | | | 0 | | | | Amount |
| 01/03/22 Marshall | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | Unbillable Ov | Overhead | Engine | Mileage | |
| - 01/07/22 Bill# 11056 | 2,309.58 | 975.99 | | | 151.27 | 35.59 | 0.00 | 122.85 | 0.00 | 0.00 | PAID |
| TOTAL | EXPENSES: | 3,472.43 | | | | | NET IF | NET INCOME: | 122.85 | | 3,595.07 |
| | | | | | | | | | | | |
| 05/20/22 Cerro Pelado | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | Unbillable Ov | Overhead | Engine | Mileage | |
| -05/16/22 Bill# 12686 | 19,014.50 | 525.00 | 0.00 | 479.85 | 3,263.53 | 508.98 | 9.94 | 582.24 | 27,032.00 | 00.00 | FINAL |
| TOTAL | EXPENSES: | 23,791.86 | | | | | NET II | NET INCOME: | 27,604.30 | | 51,406.59 |
| | | | | | | | | | | | |
| 05/20/22 Calf Canyon | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | | Overhead | Engine | Mileage | Ē |
| -06/04/22 Bill# 12808 | 7,989.15 | 175.00 | 0.00 | 276.09 | 1,379.07 | 383.91 | 43.59 | 231.00 | 28,340.00 | 0.00 | FINAL |
| TOTAL | EXPENSES: | 10,203.22 | | | | | NET II | NET INCOME: | 28,527.41 | | 38,774.58 |
| | : | | | | | | | | | | |
| 05/24/22 Black | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | | Overhead | Engine | Mileage | |
| -06/08/22 Bill# 12811 TOTAI | 16,891.71 | 21 536 73 | 0.00 | 759.31 | 2,850.19 | 471.52 | 0.00 NET IN | 00 561.98 NET INCOME: | 25,179.00 | 466.00 | FINAL |
| | | | | | | | | ACCIVIL. | 00.002,02 | | CC.C20,14 |
| 06/27/22 2022 Init. Attack | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | Unbillable Ov | Overhead | Engine | Mileage | |
| to 7/12 Bill# 13071 | | 2,832.00 | 4,856.09 | 2,383.60 | 2,615.16 | 596.10 | 138.03 | 561.98 | 27,086.50 | 879.00 | FINAL |
| TOTAL | EXPENSES: | e | | | | | NET II | NET INCOME: | 28,389.45 | | 60,206.23 |
| | | | | | | | | | | | |
| 07/21/22 Washburn | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | Unbillable Ov | Overhead | Engine | Mileage | FINAL |
| -0730/22 Bill# 13369 | 4,463.22 | 458.26 | 1,368.63 | 11.60 | 771.20 | 71.00 | | 138.37 | | | |
| TOTAL | EXPENSES: | 7,143.91 | | | | | NET II | NET INCOME: | 138.37 | | 7,170.89 |
| | | | | | | 101 1107 | | | | | LINIAL |
| N | Payroll | Per Diem | Loaging | Fuel | | Biller 1% | | Uvernead | Engine | Mileage | FINAL |
| -8/08/22 Bill# 13592 | 69.162,22 | | 4,263.20 | 1,851.90 | 3,086.45 | cc.28c | 441.42 | 76.201 | 26,214.50 | 00.869 | |
| TOTAL | EXPENSES: | 35,150.79 | | | | | NET II | NET INCOME: | 27,134.00 | | 58,938.46 |
| 08/04/22 McKinney | llowed | Dor Diam | Indeine | Fuel | Tav & Inc | Biller 1% | n aldellidall | Dischard | Enging | opcoliM | EINIAI |
| | 8 783 76 | 550.46 | 1 364 69 | 11 05 | 1 157 72 | 100 39 | | 224.85 | 0.00 | 0000 | |
| | EXPENSES: | 11, | | | | | NET II | NET INCOME: | 224.85 | | 10,139.56 |
| | | | | | | | | 8 | | | |
| 08/31/22 2022 OSC Prepo | | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | Unbillable Ov | Overhead | Engine | Mileage | FINAL |
| -09/1/22 # 14455 | 3,079.38 | 195.00 | 623.55 | 601.97 | 444.06 | 95.93 | | 127.97 | 3,379.00 | 765.00 | |
| TOTAL | EXPENSES: | 5,039.89 | | | | | NET II | NET INCOME: | 4,271.97 | | 9,689.05 |
| 2001 pc 1 cc/ cu/ 00 | llowing | Dou Diam | | l1 | Tou 0 Inc | Dillow 10/ | | beedaoo | Cacino | , occurrent | LINIAL |
| 00/02/27 FOS LAUES | | P | 2 077 71 | Luel | CIII XX XPI | 0/T Jallia | | | | agpailin | LINAL |
| 10/07 # 1440- | 4,230.35 | | 2,8/1./1 | 00.800 | / 14.41 | 0/.5CT | | 79.UCT | 00.044.0 | 00.00 | |
| IUIAL | EXPENSES: | 9,438.47 | | | | | NET | NET INCOME: | 6,091.12 | | 15,529.93 |
| 09/06/22 Radford | Payroll | Per Diem | Lodging | Fuel | Tax & Ins | Biller 1% | Unbillable Ov | Overhead | Engine | Mileage | FINAL |
| -09/14/22 # 14468 | 11,491.71 | 423.00 | 299.78 | 1,119.71 | 1,634.57 | 271.93 | | 301.24 | 13,189.00 | 669.00 | |
| TOTAL | EXPENSES: | 15,240.70 | | | | | NET II | NET INCOME: | 14,159.24 | | 27,464.83 |
| 2 | | | | | | | - | | | - | BILLED |
| 2022 TOTAL EXP | 174 164 71 | | | | | | TOTAL | TOTAL NET INC. | 162 870 54 | | 330 538 52 |
| AVER TOTAL HUILI | | | | | | | | | | | |

Fire Chief Oath of Office

State of Colorado, County of Fremont

I <u>Rick Cleveland</u> do solemnly swear that I will faithfully and impartially discharge the duties of the Fire Chief as prescribed by law and to the best of my ability, and that I will support and defend the Constitution of the State of Colorado and of the United States of America also by the bylaws of Deer Mountain Fire Protection District, so help me God,

5505-15-51

Signature: Date:

| Board | Member: | | |
|---------------------|-----------|---|---------|
| $ \longrightarrow $ | en Alande | | Jucomi |
| Deard | Namehow. | 4 | xuasure |

Board Member:

District Secretary:

DEER MOUNTAIN FIRE PROTECTION DISTRICT

FIRE CHIEF EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made as of this <u>21st</u> day of <u>December 2022</u>, by and between the <u>Deer Mountain Fire Protection District</u> (<u>DMFPD</u>, a quasi-municipal corporation and political subdivision of the State of Colorado, (the "District") and <u>Rick Cleveland</u>, an individual (the "Employee").

RECITALS

WHEREAS, the District desires to employ the Employee to provide services as Fire Chief as set forth herein, to establish certain conditions of employment and to set working conditions therefor; and

WHEREAS, the Employee desires to accept such employment as Fire Chief.

AGREEMENT

In consideration of the mutual undertakings contained herein, the District and Employee agree as follows:

1. Job Responsibilities. The Employee is employed as Fire Chief of the District to perform the functions and duties described in <u>Exhibit A</u>, attached hereto and incorporated herein, which may be amended by the Board of Directors of the District (the "Board") from time to time as it deems appropriate, and to perform such other duties, functions and

obligations as the District may assign employee from time to time. The Employee agrees that he/she will, at all times, faithfully, industriously, and to the best of his ability, expertise, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms herein to the reasonable satisfaction of the Board. The Employee agrees to devote the amount of time and energy that is reasonably necessary for him to perform his duties.

2. <u>Term</u>. Subject to Section 9 herein, the initial term of the Agreement shall commence on <u>December 21st, 2022</u>.

This Agreement shall remain in full force and effect for an indefinite term, subject to the Board's continued appropriation of funds therefor as described in Section 9 herein or unless terminated by either Party pursuant to Sections 6 or 7.

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3. <u>Employment At-Will</u>. Notwithstanding anything in this Agreement to the contrary, the Employee understands and agrees that he/she shall serve at the

will of the District's Board of Directors.

4. Base Salary.

a. For the services provided under this Agreement, the Employee will be paid a base salary at the annual rate of \$28,392.00 ("Base Salary"), less withholdings for state and federal taxes, unless the Employee request to pay he/she own taxes, retirement contributions, insurance and other deductions, as applicable.

5. Benefits.

a. <u>Personnel Manual</u>. The Employee shall be entitled to all benefits the District provides to paid employees, as set forth in the District's Personnel Manual adopted <u>November 17th</u>, <u>2021</u> (the "Personnel Manual"), as may be amended from time to time; provided,

however, that the Employee must obtain Board approval prior to using vacation time, and the Employee must notify the Board prior to taking military leave. The Personnel Manual is incorporated herein by reference. Where the terms of this Agreement conflict with the terms of the Personnel Manual, this Agreement shall control.

- b. <u>FPPA</u>. The Employee shall opt out of FPPA and shall participate in social security.
- c. <u>Vehicle</u>. The District shall provide to the Employee a vehicle registered and insured in accordance with Colorado law for use within the scope of his job description and responsibilities (so long as a vehicle is available for such use). The Employee shall use the vehicle when he/she is working within a reasonable distance from the District. Any personal use of the vehicle, such as vacation or personal activities that, as a practical matter, create conditions under which there is no reasonable expectation of the Employee being able to perform District duties, shall be prohibited.
- d. <u>Conferences, Seminars and Memberships in Professional</u> <u>Organizations</u>. The District shall pay for registration, travel, lodging and food expenses for the Employee to attend training seminars and conferences as approved in advance by the Board and provided for in the District's budget. Furthermore, the District shall pay for the Employee's membership(s) in appropriate professional organizations as approved in advance by the Board and provided for in the District's budget.

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e. <u>Physical and Psychological Exam</u>. The District reserves the right to require physical or psychological examinations of the Employee at the District's expenses, in accordance with the Personnel Manual.

- f. <u>Performance Reviews</u>. The Board may conduct annual performance reviews with the Employee and complete annual written improvement plans for the Employee as may be necessary.
 - g. <u>Vacation, Sick Leave, Holidays</u>. Employee shall be entitled to paid vacation, sick leave and holidays as set forth in the Personnel Manual.

6. Termination.

a. <u>Termination Without Cause</u>. Notwithstanding any provision of this Agreement to the contrary, the Employee understands and agrees that he/she shall be employed at the will and pleasure of the Board. The District may terminate the Employee's employment and this Agreement for any reason or for no reason upon a vote of a majority of the members of the Board. Any such termination will be effective two (2) weeks after written notice thereof is given to the Employee. During such two-week period, the District shall compensate the Employee pursuant to Sections 4 and 5 of this Agreement, but the District is not required to retain the Employee's services.

b. <u>Termination For Cause</u>. In addition, the District may terminate this
Agreement and the employment of the Employee for cause upon a vote of a majority of the members of the Board, effective
immediately upon written notice to the Employee, with the District's only obligation being the payment of compensation earned as of the date of termination. For purposes of this Agreement, "cause" shall be defined as including any of the following acts of the Employee:

i. Any violation of the terms of this Agreement or the Personnel Manual;

- ii. Injury or damage to the financial or ethical welfare or public confidence of the District by the Employee's negligence, misconduct, inabilities or inattention to the Employee's duties and responsibilities under this Agreement, including engaging in any activity that the Board determines is in conflict with or is detrimental to the interests of the District.
- iii. The employee's failure, in the judgment of the Board, to perform at the standard required of the Job Title under the terms of this Agreement; or
 - iv. Engaging in any of the following specific forms of misconduct while on or off duty: conviction of a felony; embezzlement, theft or destruction of the District's property or funds; the use of any controlled substance during any work activity, or appearing on the District's property or performing services while intoxicated or under the influence of alcohol or drugs not prescribed by a physician or after having abused prescribed medications; conviction or a plea of guilty or nolo

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contender to driving while ability impaired or driving under the influence; any illegal use of any controlled substance; illegal gambling on the District's premises; discriminatory behavior toward, or harassment or abuse of, any person, whether or not such harassment and/or abuse is specifically or impliedly prohibited by Federal or State law; dishonesty, including without limitation, falsifying any document prepared in anticipation of, in connection with, or as a result of the Employee's employment by the District, including applications for employment and compensation; and any other act or offense described in the District's Personnel Manual or other written Policies and Procedures which would normally result in the termination of employment of any employee of the District.

- 7. <u>Resignation</u>. The Employee may voluntarily resign his employment with the District upon eight (8) weeks advance written notice; provided, however, that the District may require the Employee to discontinue his employment sooner than the full eight (8) weeks in the interest of the District. Voluntary resignation shall be without entitlement to severance benefits. In the event the District discontinues Employee's employment with the District sooner than eight (8) weeks following Employee's notice of termination, the District shall be responsible for payment of salary and benefits only until the date employment is discontinued.
- 8. <u>Suspension</u>. The Employee may be suspended for a maximum of thirty (30) days, with or without pay, by a majority vote of the members of the Board. Any such suspension may be extended for any number of successive periods up to thirty (30) days each by subsequent votes of a majority of the Board. Cause for suspension shall be as defined in Section 6(b) herein. If the Employee is suspended without cause, such suspension shall be with full compensation and benefits. Suspension shall operate independently of any procedures for removal.

9. <u>Annual Appropriation</u>. For the term of this Agreement, the District agrees to include in its annual budget prepared by District staff for consideration by the Board, amounts necessary for payment of all of the

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financial obligations that may arise under this Agreement for the subsequent fiscal year; however, the financial obligations of the District contained in this Agreement are subject to annual appropriation by the Board.

10. <u>Employee's Independent Legal Counsel</u>. This Agreement has been prepared by the District's legal counsel. Employee understands and agrees that District's legal counsel does not represent Employee. Employee has been advised by the District to obtain separate legal counsel and employee's personal attorney has reviewed this Agreement, or Employee has determined, in his sole discretion, not to obtain review of this Agreement by his own legal counsel. In all matters regarding the Employee's employment or the meaning of this Agreement, the District's legal counsel shall represent the interests of the District and the Employee should seek separate legal counsel.

11. Miscellaneous.

- a. This Agreement constitutes the entire agreement of the parties and a complete merger of prior representations, negotiations and agreements. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain fully enforceable. The court shall also have the authority to reform such unenforceable or void provision, so as to render the provision enforceable.
- b. This Agreement shall be governed by the laws of the State of Colorado and any dispute arising hereunder shall be adjudicated in a court of competent jurisdiction located within Colorado. Neither party shall have a right to assign this Agreement, or enforce any other change, deletion, or addition or amendment, except as such assignment, or change, or amendment is agreed to in writing by both parties.

c. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The parties consent to the use of electronic signatures and agree

that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either party. The parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in

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the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the <u>The Deer Mountain Fire Protection</u> has caused this Agreement to be signed and executed on its behalf by the Chairman of the Board of Directors and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written. The parties agree that a signature delivered as a scanned image attached to an e-mail (for example, as a .pdf file) shall have the same force and effect as an original signature.

DISTRICT: DEER MOUNTAIN FIRE PROTECTION DISTRICT

By:

Kathy Reese, Vice-Chair Date:

EMPLOYEE: Rick Cleveland

By:

Fire Chief Fire Chief Date: Rick Clevel

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EXHIBIT A

Job Title Job Description



Deer Mountain Fire Protection District Job Description: Fire Chief

Approved by the DMFPD Board of Directors December 21, 2022 120 se Board Director & Title Board/Director & Title

The Deer Mountain Fire Protection District (DMFPD) has established this job description to outline the basic requirements, duties and general responsibilities of the position of Fire Chief. This position is full time and FLSA exempt. This position is "At Will of the Board of Directors".

SUMMARY

Under the general direction of the Board of Directors, The Fire Chief is the Chief Executive Officer of the DMFPD. The Fire Chief is responsible for managing the DMFPD and may consult with the District Board of Directors on issues related to policy and planning, but works independently in supervising the overall technical operations of the DMFPD and its staff, including administration, training, operations, EMS and fire prevention.

PAY SCALE

Dependent upon qualifications; (\$28392.00)

ESSENTIAL DUTIES AND RESPONSIBILITIES

The Fire Chief shall serve as the department head of the DMFPD and shall be responsible for the appointment of persons to assist in the administration of the Deer Mountain Volunteer Fire Department (DMVFD) and Deer Mountain Emergency Medical Services (DMEMS) and the supervision of all members and employees of DMFPD.

Responsible for the control and maintenance of all equipment, facilities, and property belonging to the DMFPD and ensures that all is kept in good repair and ready for immediate use for the fire suppression activities.

Responsible for assisting with the development and management of the departmental budgets Functions as directed by the Board as the District Budget Officer. Reviews all departmental expenditures pursuant to the annual budget established by the Board and ensures the DMVFD & DMEMS financial reports are posted on a monthly basis.

Prepares and submits to the Board of Directors periodic reports. The reports may include the number and location of call responses (categorized as fires, EMS responses, rescues, injuries and property damage), number of active members, condition of property and equipment,

recommendations for the improvement of the department's effectiveness, and any other information requested.

Plans, directs, supervises, and reviews activities of all employees and members of the DMFPD as they perform all aspects of DMVFD and DMEMS operations, such as fire inspection, fire prevention, fire suppression, fire investigation, emergency rescue services, plan review, public safety education, training, and maintenance.

Assigns work and direct activities; makes recommendations or takes appropriate actions in matters of personnel, apparatus, and equipment; directs, conducts, and assists in fire inspections.

Initiates and advises on the development of ordinances, laws, and regulations; supervises tasks.

Arranges for the investigation of fires to determine cause; maintains records of fires and other emergencies including losses to buildings and contents.

Ensures completion of necessary department correspondence and reports. Ensures appropriate access to information and public records. Ensures compliance with mandated reporting requirements of the state and county. Maintains records of personnel including volunteer members as to hours worked and participation in various aspects of the department.

Receives and interviews callers on departmental business; coordinates and directs all routine and emergency operations; coordinates the activities of the department with those of other departments for all fire department related operations and considerations; coordinates all aspects of mutual aid to and from outside agencies.

Develops and maintains positive relationships with the public, communities within the District, media, other local, city, county, state, and federal government agencies, insurance companies, and other entities DMFPD works with.

Maintains the highest standards according to the requirements of his/her professional association and standards adopted by the DMFPD.

Attends monthly and special meetings of the District Board and attends any additional meetings as required. Provides special reports to the Board as may be needed or directed, and provides administrative and operational report at the regular meetings.

Remains current on changes occurring in the areas of public administration and the fire and EMS professions, including governmental accounting, special district laws, personnel management, fire suppression, fire prevention, fire and EMS service management.

Assists with emergency and non-emergency responses, including structure, wildfire, and rescue, as necessary to preserve the health and safety of the public.

Appoints an Acting Chief and/or Duty officer when absent from the District.

Performs such other duties as may be assigned by the District Board and as required by the laws of the State of Colorado.

Chief Job Description. Last Revised December 21, 2022

SUPERVISORY RESPONSIBILITIES

Supervises, directly or as delegated, all members of the DMFPD including full or part time employees and all volunteers. Carries out supervisory responsibilities in accordance with DMFPD's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Have a minimum of 15 years experience as a structure firefighter 2 or wild land firefighter 1. Have a minimum of 25 college credit hours.

LANGUAGE SKILLS

Outstanding customer service and interpersonal communication skills are required. Must have the ability to communicate clearly and concisely, both orally and in writing. Ability to read, analyze and interpret complex documents. Must have the ability to respond effectively to sensitive inquiries or complaints. Ability to write routine reports and prepare statements that conform to prescribed style and format. Must have the ability to make effective and persuasive speeches and presentations on controversial or complex topics to DMFPD Board of Directors, citizen groups, and employees. Must effectively lead, supervise, manage, and train subordinates. Must establish and maintain effective relationships with fellow employees. Must be able to recognize sexual harassment and deal with the complaint accordingly, by State and Federal law.

REASONING ABILITY

Ability to gather, assemble, analyze, evaluate, and use facts and evidence. Ability to define problems, collect all data, establish facts, and draw valid conclusions. Ability to analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals and adopt effective courses of action; interpret and apply laws and regulations. Must have the ability to solve practical problems and deal with several abstract variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Required:

- State certified Firefighter II
- State Certified Hazmat Awareness and Operations
- Emergency Medical Technician-Basic
- National Incident management System (NIMS) 100, 200, & 700
- Must possess and maintain a valid Colorado driver's license with a record acceptable to the District's insurer.

Desired:

- State Certified Fire Officer I by the State of Colorado IFSAC equivalent from another state.
- Graduate of the Executive Fire Officer program of the National Fire Academy.

OTHER SKILLS AND ABILITIES

Must have thorough knowledge of and the ability to apply state-of-the-art methods of fire department administration, methods, techniques, and equipment used in up-to-date firefighting and fire department operations.

Must have thorough knowledge of fire prevention, fire suppression, rescue services, emergency medical services, training, maintenance, public fire safety education, hazardous materials, and other fire department involved operations.

Ability to establish goals and objectives; plan, implement, and review the activities of a fire department. Ability to maintain discipline as required by fire department operations. Ability to organize and train volunteers and career members of the DMFPD.

Ability to effectively direct the emergency operations of the department as necessary. Thorough knowledge of and the ability to apply the fire code, other ordinances, and county, state or federal laws, as they are relevant for fire department operations. Must have a basic understanding and the ability to direct the investigation of fire incidents as to the cause of the fire, pursuing incidents of arson to their reasonable conclusion. Ability to react in a crisis, make decisions and carry out all the responsibilities even in periods of extreme stress when time is of the essence. Complete all tasks assigned as required by the Board of Directors.

MATERIALS & EQUIPMENT DIRECTLY USED

Equipment used directly includes all fire and EMS equipment, instructional equipment, and office equipment of the DMFPD.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to run; stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Primarily working environment is in an office setting. While performing the duties of this job, the employee is frequently exposed to work near moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate but can be loud. The employee is occasionally exposed to work in high, precarious places, fire, fumes or airborne particles and vibration.

QUESTIONS ASKED AT MEETING 11/16/22

1. How much of the Fremont County grant was spent and what was it spent

ON? AS of today \$56,829.62, Covid supplies 7081.60, Life Pak's 18,000.00, Life Pak extra batteries \$3,000.00, 3-portable cots 731.82, AED's \$5,520.20, Ambulance Drug safe's \$1,600.00. Radio's \$20,896.00. We have received \$35,505.80. Please note: Grant money must be spent in the order that the county has them in.

(Side note) 2 items that were on the grant that Rick will address as unnecessary

- 2. Why is the grant money not listed on the 2023 budget? This a DRAFT of 2023 budget and is due in October, this is a bare bones budget and is only required by DOLA as a tool to insure everyone stays on track AGAIN it is ONLY a DRAFT. As we cannot guaranty the funds will be here or what we will receive off the grant. It cannot be used. If we spend this money in the incorrect order the county can say we do not get reimbursed. The Annual 2022 budget filing due to DOLA January 31st, by this point we will have all the facts for 2022 and in February/March the correct figures for 2023 budget, At this point DMFPD will have a workshop and have our correct budget.
- 3. What is the board doing about recruiting EMS/EMT staff?

For clarification, the board does not do any recruiting, that is the position of the Fire Chief. The board can support his efforts with advertising only. There are in addition to the signs at 2 stations, Facebook, Nextdoor and flyers at the Post Office.

4. What wages/benefits is DMFPD offering to EMS recruits? How many people have applied?

The board approved the wages for the EMS/EMT position in March 2022. No benefits were discussed. Our current personnel policy does not provide for benefits. Our Fire Chief has recruited 2 applicants. One withdrew his application and the other person was hired.

- 5. Is there an increased financial cost to community members that are using ambulance services from outside the community? No
- 6. Have there been any problems with community members not getting emergency medical assistance within the window required to address medical need? No
- 7. Has the board or Fire Department received complaints about the lack of medical services? No
- 8. What is the YTD income from Wild Land? Total net income is \$162870.54 as reported by Sherry in the meeting on 11/16/22. Sherry has been updating this information at every meeting that there is either billing or income activity.
- 9. The board should explain why engine bosses quit wild land and what they are doing to resolve this? First, for clarification. Hiring is the responsibility of the Fire Chief and not the board. Rick updated us on the status of engine bosses in the 11/16/22 meeting. We currently have 2.