

Carbondale & Rural Fire Protection District  
Meeting of the Board of Directors  
January 10, 2018  
5:30 p.m.

Agenda

- A. Call to order & roll call
  
- B. Consent Agenda
  - 1. Approve Previous Minutes
  - 2. Current Bills & Balances
  - 3. Resolution 2018-001, Posting Places
  
- C. Consideration of a Separation and Release Agreement for Chief Ron Leach
  
- D. Persons Present Not on the Agenda
  
- E. Staff Reports
  - 1. Other
  
- F. Financial Report
  - 1. End of the Year Ambulance Write-Offs, Ron Leach
  - 2. Other
  
- G. Old Business
  - 1. Ambulance Purchase Update, Rob Goodwin
  - 2. Other
  
- H. New Business
  - 1. Resolution 2018-002, Board of Directors Pay, Gene Schilling
  - 2. Resolution 2018-003, Appoint Designated Election Official, Jenny Cutright
  - 3. Discussion regarding May election type, Jenny Cutright
  - 4. Other
  
- I. Adjourn

## **CARBONDALE & RURAL FIRE PROTECTION DISTRICT**

### **MINUTES OF THE MEETING**

### **BOARD OF DIRECTORS**

### **CARBONDALE FIRE HEADQUARTERS**

**DECEMBER 13, 2017**

The Board of Directors of the Carbondale & Rural Fire Protection District met for their regular meeting on December 13, 2017 at the Carbondale Fire Headquarters/Training Building.

President Gene Schilling called the meeting to order at 5:37 p.m. Directors present were Mike Kennedy. Director Gretchen Stock Bell attended by telephone. Secretary/Treasurer Michael Hassig and Director Tom Adgate were absent. Also present were Jenny Cutright, Rob Goodwin, Bill Gavette and Frank Nadell.

### **CONSENT AGENDA**

The items on the consent agenda were:

- Approve the Minutes of November 8, 2017 Regular Meeting
- Approve Current Bills and Balances

**MOTION:** made to approve the consent agenda as noted. It carried and passed unanimously.

### **PERSONS PRESENT NOT ON THE AGENDA**

There were no members of the public present.

### **2018 BUDGET**

#### Continuation of Public Hearing Regarding 2018 Budget

President Gene Schilling reconvened the public hearing at 5:38 p.m. There were no members of the public present.

**MOTION:** made to close the public hearing regarding the 2018 budget at 5:38 p.m. It carried and passed unanimously.

**MOTION:** made to adopt Resolution 2017-007, A Resolution Summarizing Expenditures and Revenues for each Fund and Adopting a Budget for the Carbondale & Rural Fire Protection District, Colorado, for the calendar year beginning on the first day of January, 2018 and ending on the last day of December, 2018. It carried and passed unanimously.

**MOTION:** made to adopt Resolution 2017-008, A Resolution Levying General Property Taxes for the Year 2018, to Help Defray the Costs of Government for the Carbondale & Rural Fire Protection District, Colorado, for the 2018 Budget Year. It carried and passed unanimously.

**MOTION:** made to adopt Resolution 2017-009, A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as set forth below, for the Carbondale & Rural Fire Protection District, Colorado, for the 2018 Budget Year. It carried and passed unanimously.

MOTION: made to adopt Resolution 2017-010, A Resolution Designating all Year-End Fund Balances as a "Reserve Increase". It carried and passed unanimously.

MOTION: made to adopt Resolution 2017-011, A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Carbondale & Rural Fire Protection District, Colorado. It carried and passed unanimously.

MOTION: made to adopt Resolution 2017-012, A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Carbondale & Rural Fire Protection District, Colorado. It carried and passed unanimously.

### **STAFF REPORTS**

2018 May Election Jenny Cutright said that she will ask board at the January meeting to decide on a mail ballot or polling place election for the May 2018 regular election.

Marble Fuel Release Update Rob Goodwin said the final 2017 water test has been submitted to the lab. He said we are waiting on results, which are expected to be within normal limits. He added that after one additional water test in 2018 the State should close the case.

Ambulance Purchase Rob Goodwin said he has received specifications and pricing from three ambulance manufactures. He said that he and Kevin Greene are going to look at another ambulance style. He said he expects to have a comprehensive report and pricing at the January meeting.

### **FINANCIAL REPORT**

Volunteer Holiday Party Gene Schilling said there is a charge for wine for the holiday party in the monthly bills. He said that he would like to see the funds come from the volunteer fund for it, as opposed to the general fund. The Board members verbally agreed.

MOTION: made to adjourn the Board of Directors meeting at 5:45 p.m. It carried and passed unanimously.

Respectfully submitted,

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Jenny Cutright, Recording Secretary

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Gene Schilling, President

## Deputy Chief Operations Report January 2018

### Responses –

As of December 31, 2017 we have responded to **1202** calls for service.

- 570 EMS calls including 101 motor vehicle accidents.
- 74 Fire responses. These include all fire calls, gas leaks, spills, CO responses, etc.
- 170 Fire alarm responses
- 298 Service and Good Intent responses. These include smoke/odor checks, citizen assist, cancelled enroute etc.
- Special Event coverage and EMS Standbys

### **Response Comparison – Month**

- December 2017 - **100**
- December 2016 - **100**
- December 2015 - **90**
- December 2014 - **83**

### **Response Comparison - YTD**

- 2017 - **1202**
- 2016 - **1195**
- 2015 - **1160**
- 2014 - **1052**

### **EMS Transports – YTD**

- 2017 - **375**
- 2016 - **380**
- 2015 - **462**
- 2014 - **381**

### **EMS Non-Transports - YTD**

- 2017 - **193**
- 2016 - **213**
- 2015 - **168**
- 2014 - **188**

**ALS Calls – YTD**  
**183**

**BLS Calls – YTD**  
**222**

**ALS Calls – December**  
**16**

**BLS Calls – December**  
**9**

### **Fire Calls – December**

Structure Fires  
**3**

Wildland Fires  
**1**

Vehicle Fires  
**1**

False Alarms  
**10**

### **Fire Calls – YTD**

Structure Fires  
**16**

Wildland Fires  
**23**

Vehicle Fires  
**5**

False Alarms  
**170**

### **Concurrent Calls –**

**December**  
0 times (total of 0 calls)

**YTD**  
**81** times (total of **178** calls)

### Projects, Outreach, Other stuff –

- Coordinating scheduling program for paid staff and volunteers
- 2018 Budget Planning
- New Volunteer Member Interviews
- Annual Volunteer Holiday Party (prep, etc)
- Incident response in district
- Monthly Volunteer Membership Committee, Officer and general membership meetings

Respectfully submitted

Rob Goodwin

Deputy Chief



## **Board of Directors Report**

Bill Gavette, Deputy Chief

January 2018

### **Completed Plan/Code Reviews**

- 2401 Panorama (Lot A), fire sprinkler system, Garfield County

### **Pending/On-going Plan/Code Reviews**

- Redstone Castle, Fire Alarm System, Pitkin County

### **Inspections**

- Habitat Restore, fire sprinkler rough-in, Garfield County
- Habitat Restore, fire alarm rough-in, Garfield County
- Habitat Restore, fire sprinkler final, Garfield County
- Habitat Restore, fire alarm final, Garfield County
- 225 Main Street - Tenant Finish, fire sprinkler system, Town of Carbondale
- 160 Garfield Ave, fire sprinkler rough-in, Town of Carbondale
- 37 Primrose, fire sprinkler rough-in, Garfield County

### **Other Projects**

- Training – National Fire Sprinkler Association – Fire Service Mains
- BLS Instructor certification
- New fire records management system – New World Systems – Aegis Fire Records

## **2017 Training Program accomplishments**

1 member completed Paramedic school training and obtained national and state certification. Another member is currently enrolled in a Paramedic program.

2 members completed the Colorado Mountain College EMT program and went on to obtain national and state certification.

11 members completed an in house Firefighter 2 course and obtained this higher level certification.

3 members completed a valley wide Firefighter 1 program and obtained state certification. Those 3 members also completed a Hazardous Materials Operations course and received state certification in that as well.

3 members obtained training and later certification as Wildland Sawyers.

6 members completed training as Swiftwater Rescue Technicians.

2 members completed an S130/190 Wildland Firefighter training and obtained national certification.

4 members attended an Advanced Pediatric Emergency Care course.

8 members attended and became certified in Advanced Cardiac Life support.

5 members attended and became certified in International Trauma Life Support.

7 members attended and became certified in Advanced Medical Life Support.

40 state Division of Fire Prevention and Control certifications were renewed in 2017

26 members renewed their national and state EMS certifications in 2017.

25 members obtained Basic Life Support for Healthcare Professionals certification.

### **Training Hour Totals:**

- 249 individual trainings were conducted in 2017.
- Total man hours of training for 2017 = 4474 hours

Respectfully submitted,

Deputy Chief/ Training Officer Frank Nadell



December 31, 2017

Interest Rate

**General Fund**

Alpine Checking	131,796.58	0.00%
Alpine Money Market Fund	553,009.47	0.01%
<b>TOTAL</b>	<b>\$ 684,806.05</b>	

**Capital Projects Fund #1**

Alpine Checking	32,130.13	0.00%
Alpine Money Market Fund	904,293.01	0.01%
Alpine Impact Fee Fund	62,563.26	0.01%
Alpine Loan Fund Money Market	451,199.61	0.01%
<b>TOTAL</b>	<b>\$ 1,450,186.01</b>	

**Bond Fund**

Csafe	\$ 123,245.09	1.23%
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**Pension Fund**

FPPA	\$2,217,947.83
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**Ambulance Billing Report - December 2017**

Cash Collected on Accounts	\$ 16,659.33
New Accounts Billed	\$ 27,018.00
Medicare Assignments (Write-Offs)	\$ 3,887.57
Medicaid Write-Offs	\$ 3,772.32
Other Write-Offs	\$ 1,182.17
Amount Sent to Collections	\$ 5,501.54

**Aging Report**

<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>&gt;90 Days</u>
\$30,201.37	\$8,151.11	\$7,670.43	\$57,812.10



## Checks Issued Between Board Meetings

### General Fund

Payroll	\$41,727.90	Payroll	12/15/17
Internal Revenue Service	\$9,727.67	Federal Withholding	12/15/17
Colorado Department of Revenue	\$2,435.00	State Withholding	12/15/17
Fire & Police Pension Association	\$15,732.32	Pension/457/Death & Disability	12/15/17
Payroll	\$40,103.86	Payroll	12/29/17
Internal Revenue Service	\$9,246.64	Federal Withholding	12/29/17
Colorado Department of Revenue	\$2,258.00	State Withholding	12/29/17
Fire & Police Pension Association	\$19,059.03	Pension/457/Death & Disability	12/29/17

### Capital Projects Fund

none

### Miscellaneous Income

#### General Fund

Pinnacol Assurance	\$1,088.00	work comp dividend
Holy Cross Electric	\$198.45	member equity

### Capital Projects Fund

none

**Carbondale & Rural Fire Protection Dist**

AP Check Register (Current by Bank)

Check Date: 1/10/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
<b>BANK ID: ALPINC - ALPINE BANK - CHECKING</b>					<b>1122</b>
36565	01/10/18	P	ACE	Ace Hardware	\$298.27
36566	01/10/18	P	AIRGAS	Airgas USA, LLC	\$317.01
36567	01/10/18	P	ALPINE	Alpine Tire Company, Inc.	\$1,163.40
36568	01/10/18	P	ANTHEM	Anthem Blue Cross and Blue Shi	\$940.80
36569	01/10/18	P	BDETER	Brandon Deter	\$602.41
36570	01/10/18	P	CEDAR	Cedar Networks	\$350.00
36571	01/10/18	P	CENEX	Cenex Fleet Fueling	\$1,212.43
36572	01/10/18	P	CENTUR	CenturyLink	\$187.16
36573	01/10/18	P	CENTUB	CenturyLink Business Services	\$74.73
36574	01/10/18	P	COFIRE	Colorado Division of Fire Prev	\$100.00
36575	01/10/18	P	CODELA	Colorado State Treasurer	\$1,104.21
36576	01/10/18	P	COMCAS	Comcast Cable	\$45.48
36577	01/10/18	P	CRAIGF	Craig Fire & Safety	\$285.00
36578	01/10/18	P	CUOFCO	Credit Union of Colorado	\$2,891.52
36579	01/10/18	P	CRYECH	Crystal Valley Echo	\$425.00
36580	01/10/18	P	FOOTST	FootSteps Marketing	\$975.00
36581	01/10/18	P	GUNCLE	Gunnison County Clerk	\$963.00
36582	01/10/18	P	HLF	H Lazy F Mobile Home Park, LLC	\$1,119.62
36583	01/10/18	P	HOLY	Holy Cross Energy	\$335.30
36584	01/10/18	P	ICP	In Compliance Products, Inc.	\$25.00
36585	01/10/18	P	JOHNDE	John Deere Financial	\$68.44
36586	01/10/18	P	CITYMA	Kroger - King Soopers Customer	\$667.29
36587	01/10/18	P	MWATER	Marble Water Company	\$65.00
36588	01/10/18	P	METLIF	MetLife - Group Benefits	\$3,679.43
36589	01/10/18	P	MOPEST	Mountain Pest Control, Inc.	\$278.00
36590	01/10/18	P	MTNWAS	Mountain Waste & Recycling	\$439.68
36591	01/10/18	P	NAPA	Napa Auto Parts, Inc.	\$463.32
36592	01/10/18	P	PACIFS	Pacific Sheet Metal, Inc.	\$170.00
36593	01/10/18	P	PINNAC	Pinnacol Assurance	\$4,920.00
36594	01/10/18	P	PITCLE	Pitkin County Clerk & Recorder	\$1,226.94
36595	01/10/18	P	PROEDU	Professional EMS Education	\$1,500.00
36596	01/10/18	P	REDSAN	Redstone Water & Sanitation Di	\$287.55
36597	01/10/18	P	COOP	Roaring Fork Valley Co-Op	\$2,485.31
36598	01/10/18	P	STERIC	Stericycle, Inc.	\$731.14
36599	01/10/18	P	KEYPEO	The Key People Co, Inc.	\$815.00
36600	01/10/18	P	USPOST	U.S. Post Office	\$98.00
36601	01/10/18	P	VVH	Valley View Hospital	\$26.02
36602	01/10/18	P	VERIZO	Verizon Wireless	\$884.68
36603	01/10/18	P	VFIS	VFIS	\$11,515.00
36604	01/10/18	P	VIP	VIP Trash Removal	\$135.00
36605	01/10/18	P	WESTHE	Western Slope Health Care Grou	\$36,750.90
<b>BANK ALPINC REGISTER TOTAL:</b>					<b>\$80,622.04</b>
<b>GRAND TOTAL :</b>					<b>\$80,622.04</b>

\* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( Void Date ) ; "A" - Application; "E" - EFT

\*\* Denotes broken check sequence.

CARBONDALE & RURAL FIRE PROTECTION DISTRICT  
RESOLUTION NO. 001  
SERIES of 2018

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CARBONDALE & RURAL FIRE PROTECTION DISTRICT  
ESTABLISHING THE PUBLIC PLACES FOR POSTING NOTICE TO  
COMPLY WITH THE PROVISIONS OF C.R.S. 24-6-402 AND 32-1-903(2)**

WHEREAS, this resolution is intended to comply with the requirements of C.R.S. 24-6-402 (2) (c) and 32-1-903(2);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carbondale & Rural Fire Protection District that the posting places within the boundaries of the Carbondale & Rural Fire Protection District for notice of meetings shall be:

1. Carbondale & Rural Fire Protection District, Headquarters/Training Building, 301 Meadowood Drive, Carbondale, Colorado.
2. Carbondale & Rural Fire Protection District, Missouri Heights Substation, 6986 County Road 100, Carbondale, Colorado.
3. Carbondale & Rural Fire Protection District, Marble Substation, 300 West Park, Marble, Colorado.

Regular meetings of the Carbondale & Rural Fire Protection District shall be held at the Carbondale & Rural Fire Protection District Headquarters/Training Building, 301 Meadowood Drive, Carbondale, Colorado, on the second Wednesday of each month at 5:30 p.m. unless a regular meeting is to be held in another location, in which case notice of the location of such regular meeting shall be posted as required by law.

ADOPTED on January 10, 2018

ATTEST:

CARBONDALE & RURAL FIRE  
PROTECTION DISTRICT

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Secretary/Treasurer

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President

## SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (this “Agreement”), dated as of the date Employee signs this Agreement as reflected on the signature page hereof but effective as of the Effective Date defined in Section 3, below, is made and entered into by and between the **Carbondale and Rural Fire Protection District, a State of Colorado Title 32 Special District** (the “District”) (“Employer”) and **Ron Leach** (“Employee”).

### AGREEMENT

1. Employee acknowledges and agrees that the last day of Employee’s employment with Employer will be three business days after the Effective Date as defined below (The “Separation Date”). In consideration of Employer’s payment to Employee of a Separation Package as described in Paragraph 2, the sufficiency of which is hereby acknowledged, Employee on Employee’s own behalf and on behalf of Employee’s dependents, heirs, successors and assigns, hereby releases and covenants not to sue Employer or its directors, officers, supervisors, employees, insurers, reinsurers, attorneys and agents past and present, and each of them, (hereinafter “Releasees”) from and for all rights, claims, liabilities, actions and suits of all kinds and descriptions that Employee may have against any or all Releasees arising on or prior to the date of this Agreement or arising out of Employee’s employment with Employer or any other Releasee or the termination thereof, including, but not limited to, any claim for wages, salary, bonus, accrued vacation pay, sick leave, holiday pay, meal/rest period pay, overtime, penalties, any wage and hour violation, entitlement under any leave laws, or any other employment benefits, any claim for employment discrimination, whether on the basis of race, age, gender, national origin, religion, tribal status, sexual orientation, marital status, veterans status, physical disability or handicap, union membership, or any other basis, retaliation or harassment of any kind, wrongful termination, slander, defamation, invasion of privacy, or emotional distress. Without limiting the generality of the foregoing, Employee acknowledges and agrees that among the claims released are those arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement and Income Security Act, the Worker Adjustment and Retraining Notification Act, the state labor and employment laws, including but not limited to: the Colorado Business & Professions Code, the Colorado Labor Code, the Colorado Constitution, the Colorado Government and Special District Code, the Family and Medical Leave Act, Colorado Civil Rights Laws (Title 24 et seq. of the Colorado Revised Statutes), the Colorado laws governing employment; or any other claim based upon any federal, state or local law or any alleged wrongful conduct or injury arising out of or in any way connected with any acts or omissions occurring on or prior to the date of this Agreement. Employee hereby warrants and represents that Employee shall not seek nor be entitled to personal recovery from Employer or any Releasee in connection with any matter released in this Agreement, unless otherwise prohibited by law.

2. Upon Employee's execution of this Agreement, and if applicable, the expiration of the revocation period below, and subject to Employee's compliance with all of the terms of this Agreement including, without limitation, the obligations set forth in Section 4 hereof, Employee shall receive the following separation benefit in consideration of the promises made herein (“Separation Package”):

A lump sum payment in the amount of Ninety Eight Thousand Five Hundred Dollars **\$98,500.00** (less standard withholdings and other deductions as authorized by law) (Separation Package Amount) on the Separation Date. In addition the District agrees to pay thirteen (13) months of the Employee’s payments through COBRA for family health insurance for the same level of coverage that is currently provided to the Employee and family. Employee shall have the option of terminating COBRA coverage by written notice to the District. In the event of such termination the District shall pay Employee within 5 business days the total of all remaining COBRA payments in the form of additional taxable income.

Employee acknowledges that the Separation Package is more than Employer is required to pay under its normal policies and procedures and its contractual arrangements with Employee. Employee further acknowledges and agrees that Employee will receive all wages, vacation pay, expense reimbursements or other payments or penalties due to Employee. Except as set forth herein, Employee shall not be entitled to any other benefits or compensation from Employer.

3. In accordance with the Older Workers Benefit Protection Act, Employee should be aware of the following: (a) Employee may consult with an attorney before signing this Agreement; (b) Employee has twenty-one (21) days to accept the terms of this Agreement; and (c) Employee has seven (7) days after delivering to Employer an original of this Agreement signed by Employee to revoke this Agreement. If Employee does not accept this Agreement by delivering to Employer an original of this Agreement signed by Employee prior to the end of such 21-day period, the offer set forth herein shall be deemed withdrawn. Revocation may be made by delivering a written notice of revocation to Whitsitt & Gross PC 320 Main St Suite 200 Carbondale CO 81623. For the revocation to be effective, written notice must be actually received by the Whitsitt & Gross PC no later than the close of business on the seventh calendar day after Employee signs and delivers this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired, which date of expiration shall be the "**Effective Date**" of this Agreement. The release contained herein does not waive any rights or claims that Employee may have under the Age Discrimination in Employment Act which may arise after the date of this Agreement.

4. **RETURN OF DISTRICT PROPERTY.** Employee represents and acknowledges that no later than the Separation Date, Employee will return to Employer any and all of Employer's property as listed on the attached **Exhibit A**, and any other equipment, keys, credit cards, files, documents, and other materials which were given to Employee by Employer for Employee's use during Employee's employment with Employer or which are otherwise in Employee's possession, custody or control on the Separation Date.

5. **NONDISPARAGEMENT.** To the fullest extent permitted by law, Employee agrees that, from and after the Effective Date of this Agreement, Employee will not disparage or publish or disseminate information, whether oral or written, that is derogatory in any manner or which may be harmful to any Releasee or their business or personal reputation, whether such information was acquired during or after Employee's employment with Employer.

6. Employee waives all claims for reinstatement or employment with Employer and any of its affiliates, and their respective successors and assigns.

7. In the event that Employer or any of its affiliates becomes involved in any civil or criminal litigation, pre-litigation dispute, arbitration, administrative proceeding or governmental investigation, Employee shall, upon request, provide reasonable cooperation and assistance to such Employer or its affiliates, including without limitation, furnishing relevant information, attending meetings and providing statements and testimony. Employer will reimburse Employee for all reasonable and necessary expenses Employee incurs in complying with this Section 7. If necessary for any employer of Employee, Employer will provide Employee with a proper subpoena in order to obtain Employee's reasonable cooperation with and assistance to Employer.

8. Employee acknowledges that in addition to the Separation Package Amount, Employer shall pay all remuneration owed to him as a result of his employment with Employer, including but not limited to his salary through the Separation Date, all accrued vacation pay through the Separation Date, and all business expenses, if any, incurred by Employee as a result of his employment with Employer. Employee acknowledges that he is entitled this remuneration regardless of whether he signs this Agreement.

9. Employee acknowledges that neither this Agreement nor anything contained herein shall be admissible in any proceeding as evidence of or an admission by Employer of any wrongdoing or violation of

its policies and procedures, or of any law or regulation. Notwithstanding the foregoing, this Agreement may be introduced into a proceeding solely for the purpose of enforcing this Agreement.

10. Except for claims arising under Sections 4 (Return of Property) or 5 (Nondisparagement) above, any and all claims or controversies whatsoever brought by either of Employer or Employee arising out of or relating to this Agreement or Employee's employment with Employer will be settled by final and binding arbitration in Carbondale, Colorado by JAMS/Endispute in accordance with its Employment Rules and Procedures. This includes all claims whether arising in tort or contract and whether arising under statute or common law. The arbitrator shall have the authority to grant all monetary or equitable relief, including, without limitation, costs to the prevailing party where authorized by law. Employer shall pay the fees of the arbitrator and all other costs that are unique to arbitration. Each party shall be solely responsible for paying its own further costs and expenses of the arbitration, including, without limitation, the fees and costs of its own attorneys, the expenses of its witnesses and other expenses connected with presenting its case.

11. The release set forth in Section 1 does not include any claims for unemployment or Colorado-state disability compensation available pursuant to the Colorado Department of Human Services to which Employee may be entitled under law or Employee's rights to continuation coverage under Employer's group health plan which will be offered in accordance with the provisions of COBRA or other applicable law.

12. Employee represents and agrees that Employee has not heretofore assigned or transferred, or purported to have assigned or transferred, to any person whomsoever, any Claim or portion thereof or interest therein, and Employee agrees to indemnify, defend and hold harmless each and all of the Releasees against any and all Claims based on, arising out of, or in connection with any such transfer or assignment, or purported transfer or assignment, of any Claims or any portion thereof or interest therein.

13. This Agreement shall be binding upon Employee and Employee's heirs, representatives, executors, administrators, successors and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors and assigns.

14. Should any part, term or provision of this Agreement, with the exception of the releases embodied in Section 1, be declared or determined by any Court or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term or provision shall be deemed stricken and severed from this Agreement and any and all of the other terms of the Agreement shall remain in full force and effect to the fullest extent permitted by law. The releases embodied in Section 1 are the essence of this Agreement and should this Section 1 be deemed invalid or unenforceable, this Agreement may be declared null and void and any consideration received under this Agreement shall be returned to Employer.

15. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado, without regard to its conflicts of laws provisions.

16. This Agreement constitutes and contains the entire agreement and understanding between the parties and supersedes all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Employer has made no promises to Employee other than those contained in this Agreement. This Agreement may not be modified, or any provision waived, except by a signed written agreement of the affected parties. Notwithstanding the foregoing, any confidentiality, non-solicitation and non-competition obligations in other agreements with Employer, or to which Employee is otherwise subject or bound, shall remain in full force and effect whether or not Employee executes this Agreement and shall not be superseded by this Agreement but read in conjunction with any similar provisions contained herein for the broadest reading in favor of Employer. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Facsimile or the electronic transmission of a signature on this Agreement shall be deemed an original.

17. The District shall provide Employee with a written positive reference no later than the Separation Date in a form substantially similar to the attached Exhibit B.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date written below.

**EMPLOYEE:**

**EMPLOYER:**

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Ron Leach

\_\_\_\_\_  
By:  
Its:

DATE: \_\_\_\_\_

Reviewed and approved as to form by legal counsel for Ron Leach:

\_\_\_\_\_ Date \_\_\_\_\_

Reviewed and approved by the District Attorney for the District:

\_\_\_\_\_ Date \_\_\_\_\_

**Carbondale & Rural Fire Protection District**  
**Aging Ambulance Accounts**  
**Write Offs**  
**12/31/2017**

**Advantage Group Collections**

<b>Call number:</b>	<b>Amount due:</b>
140952A	\$990.67
150291A	\$712.47
160003A	\$670.67
160063A	\$826.00
160229A	\$1,183.40
160310A	\$1,168.00
160380A	\$872.20
160396A	\$1,098.00
160400A	\$952.00
160422A	\$1,182.00
160447A	\$1,196.00
160605A	\$1,392.00
160618A	\$882.00
160652A	\$1,154.00
160675A	\$882.00
160680A	\$1,149.80
160687A	\$1,477.40
160693A	\$359.22
160786A	\$1,189.00
160855A	\$1,336.00
160907A	\$5.09
160915A	\$1,186.20
160989A	\$779.80
	<b>\$22,643.92</b>



CARBONDALE & RURAL FIRE PROTECTION DISTRICT  
RESOLUTION NO. 002  
SERIES of 2018

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARBONDALE &  
RURAL FIRE PROTECTION DISTRICT SETTING BOARD OF DIRECTORS'  
COMPENSATION**

WHEREAS, C.R.S. 32-1-902 provides for directors serving a term of office commencing prior to January 18, 2018, each director may receive as compensation for the director's service a sum not in excess of one thousand six hundred dollars per annum, and not to exceed one hundred dollars per meeting attended; and

WHEREAS, the Board of Directors is currently paid seventy five dollars per meeting attended; and

WHEREAS, the Board of Directors desires to increase the compensation level to one hundred dollars per meeting attended.

NOW THEREFORE, be it resolved by the Board of Directors of the Carbondale & Rural Fire Protection District that:

1. The compensation level for the Board of Directors shall be set at one hundred dollars (\$100.00) per meeting attended but not to exceed one thousand six hundred dollars per annum and shall remain at that level unless otherwise adjusted by a future resolution of the Board of Directors.

INTRODUCED, READ, AND ADOPTED this \_\_\_\_ day of January, 2018.

CARBONDALE & RURAL FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CARBONDALE & RURAL FIRE PROTECTION DISTRICT  
RESOLUTION NO. 003  
SERIES of 2018

**A RESOLUTION APPOINTING A DESIGNATED ELECTION OFFICIAL AND  
AUTHORIZING DESIGNATED ELECTION OFFICIAL  
TO CANCEL ELECTION**

32-1-804(2), 1-13.5-513, 1-11-103(3) C.R.S.

**WHEREAS**, pursuant to 32-1-804(2), C.R.S., the Board of Directors of the Carbondale & Rural Fire Protection District, Garfield, Gunnison and Pitkin Counties, Colorado is authorized to designate a Designated Election Official (the “DEO”) to exercise the authority of the Board in conducting the election, and

**WHEREAS**, pursuant to 1-13.5-513, C.R.S., the Board can authorize the DEO to cancel the election upon certain conditions;

**NOW THEREFORE**, be it resolved by the Board of Directors of the Carbondale & Rural Fire Protection District, Garfield, Gunnison and Pitkin Counties, Colorado, Colorado that:

1. the Board hereby names Jennifer Cutright as the DEO for the regular special district election scheduled for the 8<sup>th</sup> day of May, 2018.
2. the Board hereby authorizes and directs the DEO, if the only matter before the electors is the election of persons to office, to cancel said election and declare the candidates elected, if at the close of business on the sixty-third day before the election there are not more candidates than offices to be filled, including candidates filing affidavits of intent to run as write-in candidates.
3. the Board further authorizes and directs the DEO to publish and post a Notice of Cancellation of election at each polling place (if a polling place election is to be held) and in the offices of the DEO, the county clerk and Recorder of each county in which the district is located. The DEO shall also notify the candidates that the election was cancelled and they are elected by acclamation.
4. Pursuant to §1-11-103(3), and §1-13.5-513(1)&(4), if the DEO has cancelled the election, the DEO or district will file this resolution, together with the Notice of Cancellation, with the Division of Local Government.

Adopted and approved this 10<sup>th</sup> day of January, 2018, by the Board of Directors of the  
Carbondale & Rural Fire Protection District, Garfield, Gunnison & Pitkin Counties, Colorado.

(SEAL)

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President

ATTEST:

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Secretary/Treasurer

Carbondale & Rural Fire Protection District  
Meeting of the Pension Board of Directors  
January 10, 2018  
5:30 p.m.

Agenda

- A. Call to order & roll call
- B. Approve Previous Minutes
- C. Persons Present Not on the Agenda
- D. Old Business
  - 1. 2017 State of Colorado Matching Funds Report, Jenny Cutright
  - 2. Other
- E. New Business
  - 1. Other
- F. Adjourn

## **CARBONDALE & RURAL FIRE PROTECTION DISTRICT**

### **MINUTES OF THE MEETING VOLUNTEER PENSION FUND BOARD OF DIRECTORS**

**CARBONDALE FIRE STATION**

**OCTOBER 11, 2017**

The Volunteer Pension Fund Board of Directors of the Carbondale & Rural Fire Protection District met on October 11, 2017 at the Carbondale Fire Headquarters/Training Building.

President Karen Tafejian called the meeting to order at 5:33 p.m. Directors present were Gene Schilling, Mike Kennedy, and Tony Petrocco. Also present were Ron Leach, Jenny Cutright, Rob Goodwin, Bill Gavette, Frank Nadell and Mike Wagner. Director Gretchen Stock Bell was absent.

#### **CHANGES TO AGENDA**

Karen Tafejian said that Doug Davis resigned from the Pension Board at the September 2017 volunteer meeting. She said that the membership elected Tony Petrocco as his replacement at the October 9, 2017 volunteer meeting.

#### **APPROVE PREVIOUS MINUTES**

The minutes of the previous meeting were reviewed.

**MOTION:** to approve the April 12, 2017 meeting minutes as written. It carried and passed 4-0.

#### **PERSONS PRESENT NOT ON THE AGENDA**

There were no members of the public present.

#### **OLD BUSINESS**

Karen said that she did not have a chance to talk with Rob Goodwin the LOSAP program so there is no update.

#### **NEW BUSINESS**

2017 Actuarial Ron Leach said that the 2017 actuarial was received. The actuarial calls for \$90,385 annually to fund the current \$500 monthly benefit. He also reviewed the 2018 Preliminary proposed budget showing the property tax and state match to meet the required contribution.

General discussion regarding the actuarial followed. Karen Tafejian reviewed the current retirement plan. No further action was taken.

State Matching Funds Jenny Cutright said that she submitted the application for the state matching funds. She expects to receive the funding in December.

Tony Petrocco was welcomed to the pension board.

MOTION: made to adjourn the volunteer pension fund Board of Directors meeting at 5:46 p.m. It carried and passed unanimously.

Respectfully submitted,

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Jenny Cutright, Recording Secretary

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Karen Tafejian, President

DRAFT