



SOUTH METRO FIRE RESCUE
Regular Board of Directors' Meeting
February 2, 2026
9195 East Mineral Avenue, Centennial, CO

I. REGULAR BOARD MEETING – 6:00 P.M. – Board Room

- 1. MEETING CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. CONFLICT OF INTEREST DISCLOSURE**

6. PUBLIC COMMENT

Public Conduct at Meetings. Comments by members of the public shall be made only during the “Public Comment” portion of the meeting or a specified “Public Hearing,” and shall be limited to three minutes per individual and five minutes per group spokesperson unless additional opportunity is given at the Board’s discretion. Each member of the public wishing to speak shall identify themselves by name, address, and agenda item, if any, to be addressed. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are prohibited. Such conduct may result in removal of person(s) responsible for such behavior from the meeting, a request for assistance from law enforcement, and criminal charges filed against such person(s).

7. CONSENT AGENDA

Consent Agenda items are provided for study in the Board packets and introduced in the General Session for the Board’s review. They can be adopted by a single motion. All resolutions and proposed actions must be read by title prior to a vote on the motion. Any Consent Agenda items may be removed at the request of a Director and heard separately or tabled.

1. January 12, 2026 South Metro Fire Rescue Fire Protection District Regular Board Meeting Minutes

8. PRESENTATIONS

1. Chandler Asset Management Report – Chandler Asset Management
2. Legislative Update – Camille Driver, 3015 Policy

9. ACTION ITEMS

1. SMFR Resolution No. 2026-02: Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool - Chapman

10. DISCUSSION/POTENTIAL ACTION ITEMS

With a two-thirds (2/3) vote of the board members in attendance, the board has the discretion to amend the Agenda to move any Discussion/Potential Action Item to an Action Item.

1. Zoll Zenix Monitor Upgrade – Pietryzk
2. Community Risk Assessment – Standard of Cover (CRA-SOC) – McAndrews/Swindall

11. INFORMATION ITEMS

1. IGA Update – Dell’Orfano

12. EXECUTIVE SESSION (upon motion)

13. NEXT MEETING(S)

Regular Board of Directors’ Meeting to be held on February 23, 2026, 6:00 p.m. at Windcrest Senior Living Community 3235 Mill Vista Rd., Highlands Ranch, CO 80129 – Colorado Clubhouse

14. ADJOURNMENT

South Metro Fire Rescue Fire Protection District
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Present:	Jim Albee, Chair	John Curtis, Fire Chief
	Renee Anderson, Vice Chair	Mike Dell'Orfano, Chief Govt. Affairs Officer
	William Shriver, Treasurer	Jake Mayhew, Deputy Chief– Emergency Services
	Sue Roche, Secretary	Kristin Eckmann, Deputy Chief – Community Services
	Kevin Leung Absent	Matt Weller, Deputy Chief – Internal Services
	Rich Sokol	Stephanie Corbo, Chief Financial Officer
	Phil McCart	Camie Chapman, Chief Human Resources Officer
		Bob Cole, Legal Counsel

Others Present: SMFR Staff Members & Citizens

MEETING CALL TO ORDER

Chair Albee called the Regular Meeting of the South Metro Fire Rescue Fire Protection District to order at 6:02 p.m. and welcomed everyone to the meeting.

PLEDGE OF ALLEGIANCE

Chair Albee led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

Kevin Leung was excused from attendance. All other board members were present.

APPROVAL OF THE AGENDA

Chief Dell'Orfano asked to withdraw Action Item 1 Revenue Election Review represented by Magellan and Public Alignment due to a scheduling conflict.

Motion: Director Anderson motioned to approve the agenda as amended. Director Shriver seconded the motion to approve. 6 were in favor, 0 opposed. The motion carried.

CONFLICT OF INTEREST DISCLOSURE

Chair Albee asked if there were any changes to conflict of interest affirmation:

- Director McCart – no changes
- Director Roche – no changes
- Director Anderson – no changes
- Chair Albee- no changes
- Director Shriver – no changes
- Director Sokol – no changes
- Director Leung - Absent

PUBLIC COMMENT

There was no public comment

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CONSENT AGENDA

1. December 8, 2025, South Metro Fire Rescue Fire Protection District Regular Board Meeting Minutes

Motion: Director Sokol motioned to approve the Consent Agenda as amended. Director Roche seconded the motion. 6 were in favor, 0 opposed. The motion carried.

ACTION ITEMS

1. **Fire Chief's 2026 Base Salary**

Motion: Chair Albee motioned to table this item until after executive session. Director Anderson seconded the motion. 6 were in favor, 0 opposed. The motion carried.

DISCUSSION/POTENTIAL ACTION ITEMS

1. **Insurance Renewal Update**

Jeff Kassall and Tracy Petersen, representing Gallagher Bassett, our insurance brokerage firm, presented a review of insurance marketing efforts for the 2026 budget year, including workers' compensation and property and liability coverage. An overview of insurance marketing efforts, including outreach to carriers and resulting bids was presented.

Key points included:

Property/Liability

- The fire service insurance market is extremely limited, with few carriers willing to bid
- Significant effort was required to secure coverage
- Overall premium increase limited to approximately 2%
- Deductibles increased from \$0 to \$10,000
- Fiduciary coverage limit reduced from \$15,000 to \$10,000

Workers' Compensation:

- In-house clinic continues to significantly reduce costs
- Premiums are approximately 20% lower than comparable agencies
- Estimated annual savings of approximately \$360,000
- Total savings of \$1.59 million are attributed to safety programs and the in-house clinic

Gallagher outlined market challenges, noting that many carriers were unwilling to bid due to the district's size and service profile. Despite these conditions, premium increases were limited to approximately 2%, compared to market increases on average of 7–10%. Coverage adjustments included modest reductions in policy limits. Gallagher also highlighted the financial benefits of South Metro Fire's in-house clinic and clinician, resulting in workers' compensation costs approximately 20% below market average.

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2. Board Committee Charters

Chief Dell'Orfano presented the current list of active Committee Charters to the Board for review. Some committees originated from board initiatives, while others resulted from department mergers. Many of the committee's functions have largely been replaced by workshops. A suggestion was made to eliminate the Total Compensation Oversight Committee due to this reason.

Director Anderson expressed the need to reconvene and reorganize the Community Outreach committee, for membership purposes, as well as to determine approach and audience to include giving updates to City Councils and large organizations, for example giving updates on Ballot 7A initiatives.

All other Committee Charters will stay in current standing at this time for 2026.

3. Facilities Update

Chief Weller provided a facility update as a follow-up to the November 17th board meeting. Which included high level updates including the hiring for Chief Milan's position, the emergent need to remedy Station 41 structural issues, station 15 closeout progress, and fleet relocation project updates.

Highlights of the presentation included Chief Weller speaking to the importance of logistical size and storage needs for a fleet facility relocation, the impact of operations and out of service time. As well as location, access, zoning and utilities and the due diligence of making sure design concept is on target to incorporate all needs of facilities. He expressed to the board that despite size and efficiency challenges, our fleet operates extremely well with their resources and has very low out of service time.

Directors McCart and Shriver both expressed the importance of exploring the zoning of the potential location of a fleet facility in better detail to understand the future development of single-family housing that would be impacted in the general areas that are being scoped out for a facility location.

Chair Albee and Director Shriver emphasized the importance of keeping departmental efficiency at the forefront while evaluating these changes, noting that the department is currently highly effective in maintaining vehicles and managing out-of-service processes.

Chief Dell'Orfano discussed the Joint Services Facility partnerships/ownerships and how we are working closely with those partners on all future options if fleet were to be relocated, as well as restrictions that come with the current property being in a flood zone. Chiefs Weller and Dell'Orfano have also been reaching out to other government agencies to identify any opportunities to partner as we determine our fleet and training needs.

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INFORMATION ITEMS

Correspondence items in the Board's packet are summarized below as well as other information items that were communicated:

1. IGA Update – Dell'Orfano

Chief Dell'Orfano updated the Board on the Eighth Amendment to the Intergovernmental Agreement (IGA) between the Douglas County Board of Commissioners, on behalf of the Douglas County Sheriff's Office, and the South Metro Fire Rescue Fire Protection District. This agreement establishes a cost-sharing arrangement for the county's Radio Systems Specialist who maintains all of our radio equipment. The most recent amendment reflects a 5.4% increase in IGA costs compared to the prior year.

Remarks:

Chief Curtis praised the strategic planning process, especially the Steering Committee on all their hard work. Chief Curtis also stated, "Hats off to the group of training and expert users who helped implement the change of software to NERIS and to the successful implementation."

Chief Mayhew addressed the recent wind event response, noting it was an unprecedented effort focused on fire prevention and preparedness. The strategically organized logistics included establishing the Department Operations Center at headquarters, with special recognition given to the efforts of Chief Curtis and Emergency Manager Dan Stutz. Reported that South Metro Fire assisted with a recent five-alarm fire in Denver, emphasizing the importance of strong auto-aid partnerships and relaying the Denver Fire Chief's personal appreciation for South Metro Fire's support and professionalism. Announced the promotion of Mike Burke to Division Chief, recognizing his 22 years of service, including five with South Metro and highlighting his expertise as a valuable asset to the organization.

Chief Eckmann expressed appreciation to Emergency Manager Dan Stutz for his outstanding leadership and effective planning during the recent wind events. Chief Eckmann also recognized Theo Mink and Selena Silva for their efforts in securing a \$4,000 grant from Arapahoe County. The grant funding supports health initiatives and the translation of instructional materials.

Local 2086 President Dzengelewski, reported that the Local hosted the State CPFF quarterly delegate meeting, and stated it was much appreciated that Chief Curtis attended on his day off. Awards were presented to Director Albee and Anderson for all their hard work on ballot initiative 7A.

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Remarks:

Director McCart shared that Station 16 recently assisted his neighbor and that the outcome was positive. He expressed appreciation for the crew's assistance. Director McCart shared that he recently received a CCTA scan and expressed appreciation to Dr. Burns for being instrumental in the process. He noted the value of technology, found the information highly beneficial, and expressed hope that it becomes standard practice. Director McCart thought the staff coffee tasting event was an overall success and thanked Director Anderson for all her assistance. He would like to do something special for dispatch next year since they are not able to leave their desks as the rest of admin can. Lastly, Director McCart expressed appreciation for the crews following his station visits during the coffee drop-off, noting their strong reflection of the Board's values, their service, teamwork, and a family-oriented culture. He reiterated their gratitude for the coffee gesture.

The Board collectively expressed their enthusiasm to deliver coffee to their districts, for the new year, new budget and great things to come.

EXECUTIVE SESSION

Chair Albee moved to enter executive session at 8:21p.m., pursuant to §24-6-402(4)(f), C.R.S., for discussion of a personnel matter involving the performance review and compensation of the Fire Chief, who has been notified of the executive session and has consented to it. Director Anderson seconded the motion. 6 were in favor, 0 opposed. The motion carried.

The executive session ended at 9:42p.m.

Director Roche left the meeting at 9:45 p.m.

ACTION ITEM

1. Fire Chief's 2026 Base Salary

Director Albee reviewed the process the board used to develop the salary range for the Fire Chief position and the method for annual salary adjustments.

After discussion, Director Anderson motioned to increase the base salary for the Fire Chief by 4%. Director Shriver seconded the motion. The motion passed with 4 in favor and 1 opposed (Director Sokol).

NEXT MEETINGS

Regular Board of Directors' Meeting to be held on February 2, 2026, at 6:00 p.m. at 9195 East Mineral Avenue, Centennial, CO.

ADJOURNMENT

Chair Albee adjourned the meeting at 10:09 p.m.

Attested by: _____

Date: _____

INVESTMENT REPORT

South Metro Fire Rescue Fire Protection District | As of December 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

ECONOMIC UPDATE

■ Economic Growth

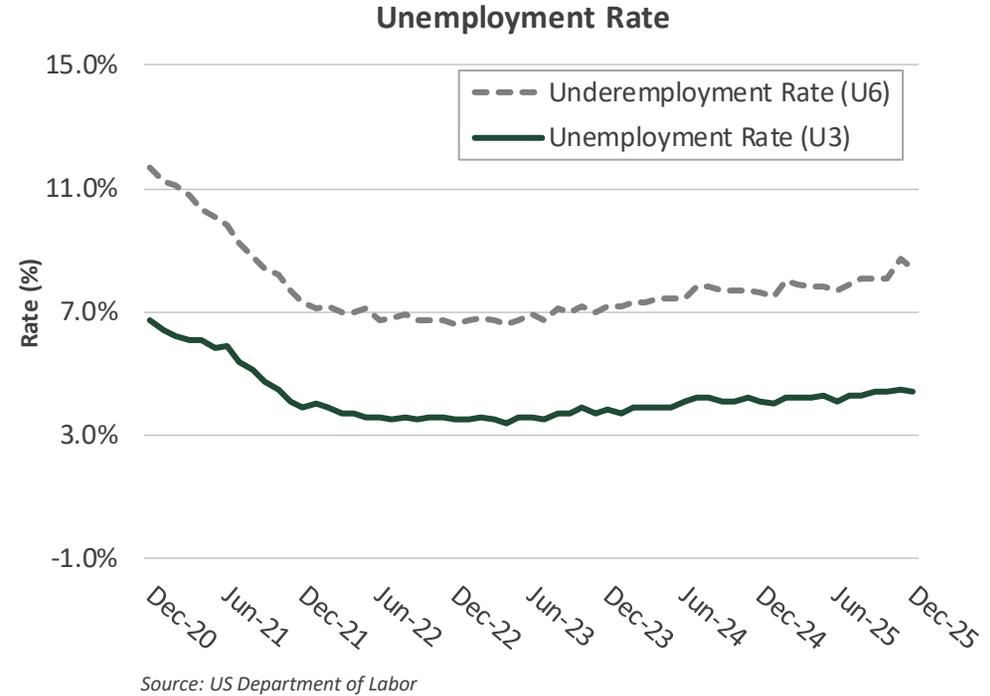
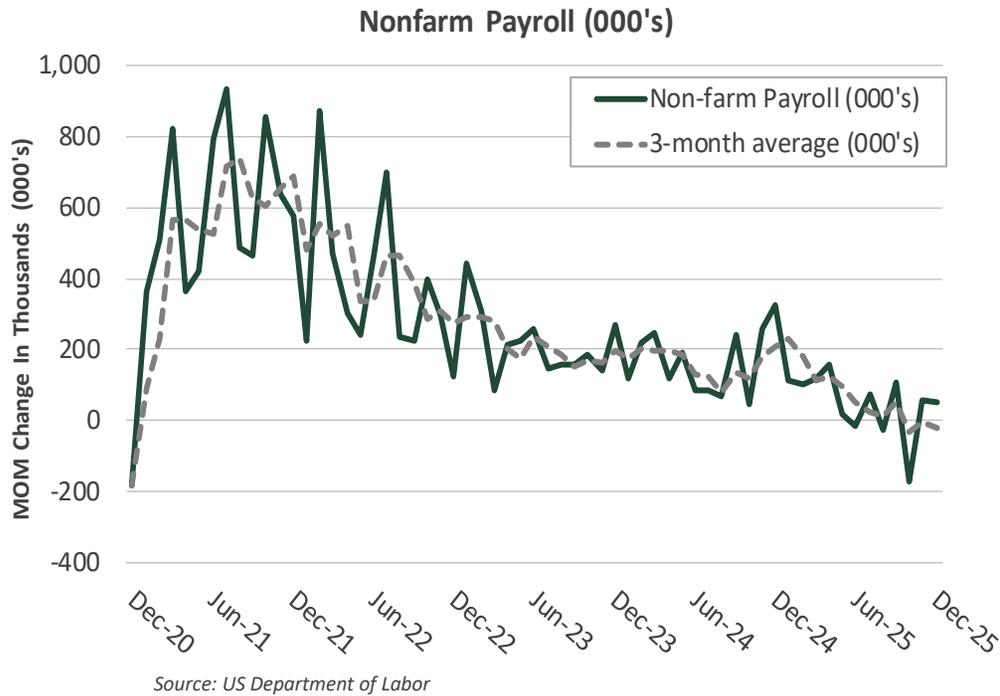
- Recent economic data highlights strong economic growth supported by resilient consumer spending. Gross Domestic Product (GDP) growth is expected to remain robust in 2026, supported by tax cuts and easier monetary policy.

■ Federal Reserve

- The Federal Reserve kept the federal funds rate on hold at a target range of 3.50%–3.75% at the January meeting, following three 25-basis-point rate cuts in 2025. Fed Chair Powell cited stronger economic growth and some signs of stabilization in the labor market, while emphasizing data dependence for future policy decisions.

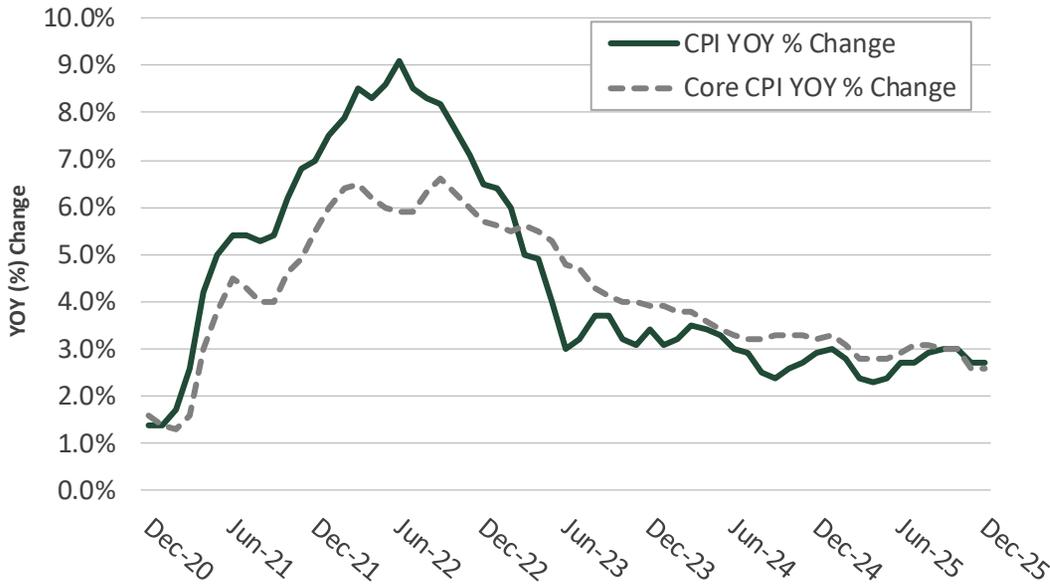
■ Bond Yields

- Short bond yields declined and the yield curve steepened in the last three months of 2025, with the 2-year Treasury falling to 3.47% and the 10-year near 4.17%, as markets priced in additional Federal Reserve rate cuts in 2026.



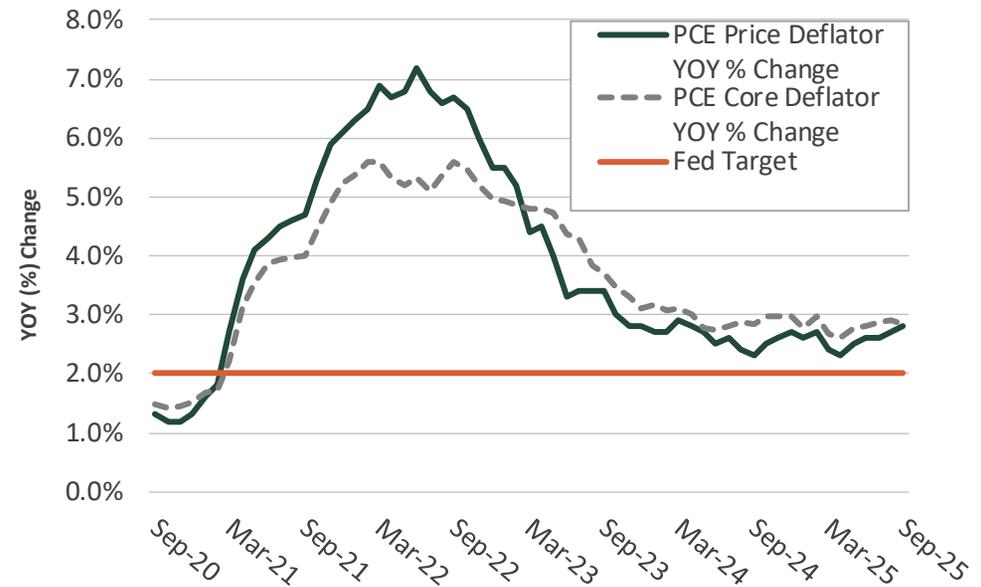
- The U.S. added approximately 50,000 jobs in December 2025, reflecting weaker-than-expected job growth.
- The unemployment rate edged down to 4.4% in December after increasing to 4.6% in November.

Consumer Price Index (CPI)



Source: US Department of Labor

Personal Consumption Expenditures (PCE)



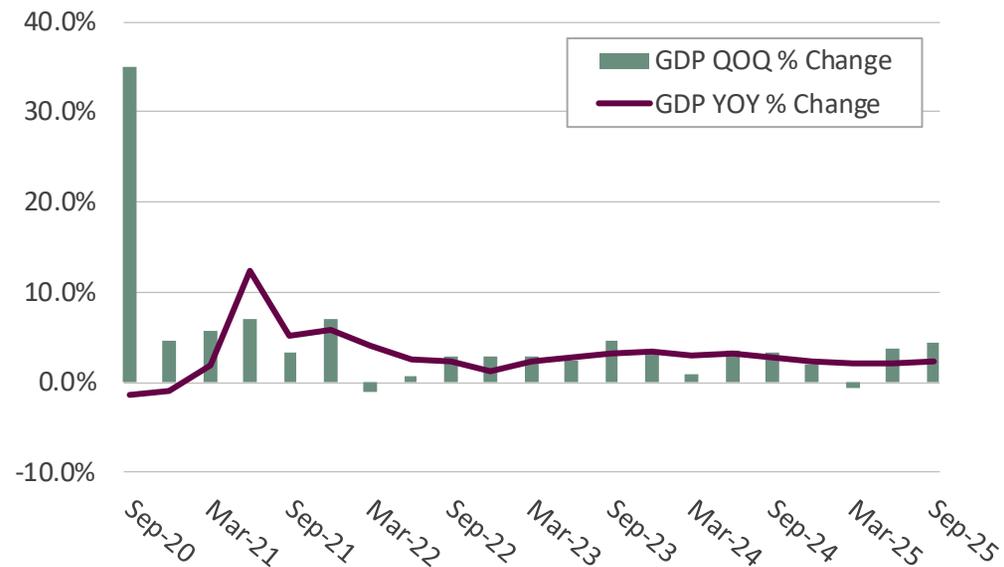
Source: US Department of Commerce

- In December, the Consumer Price Index (CPI) rose 2.7% year-over-year, and core CPI (ex-food and energy) increased 2.6%.
- The Personal Consumption Expenditures (PCE) Index, the Federal Reserve’s preferred gauge, rose 2.8% year-over-year in November, while Core PCE rose 2.8%.
- Although inflation has moderated, price pressures remain persistently above the Fed’s 2% target.

Components of GDP	12/24	3/25	6/25	9/25
Personal Consumption Expenditures	2.6%	0.4%	1.7%	2.4%
Gross Private Domestic Investment	-1.3%	3.8%	-2.7%	0.0%
Net Exports and Imports	-0.1%	-4.7%	4.8%	1.6%
Federal Government Expenditures	0.3%	-0.4%	-0.4%	0.2%
State and Local (Consumption and Gross Investment)	0.3%	0.2%	0.3%	0.2%
Total	1.9%	-0.6%	3.8%	4.3%

Source: US Department of Commerce

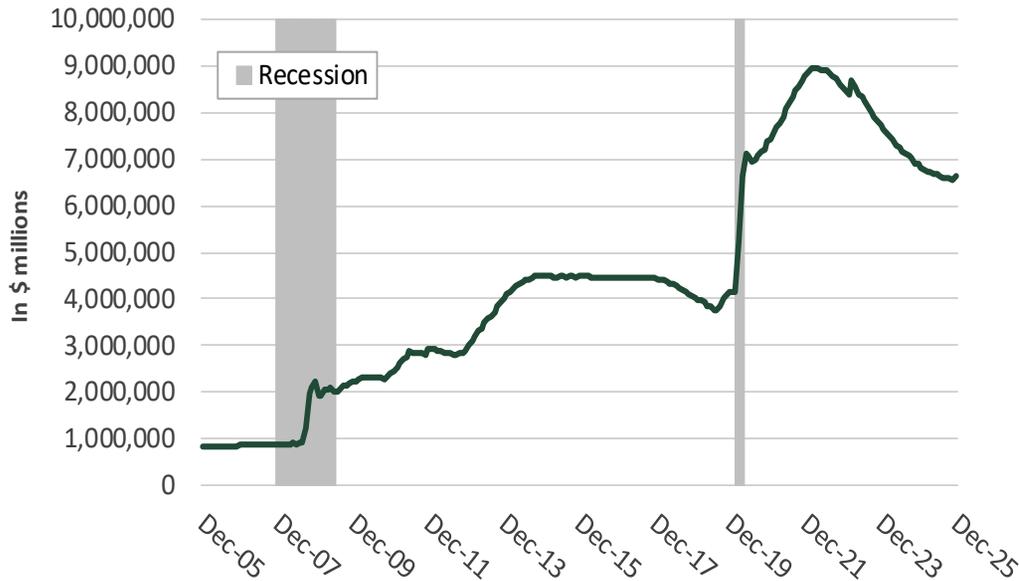
Gross Domestic Product (GDP)



Source: US Department of Commerce

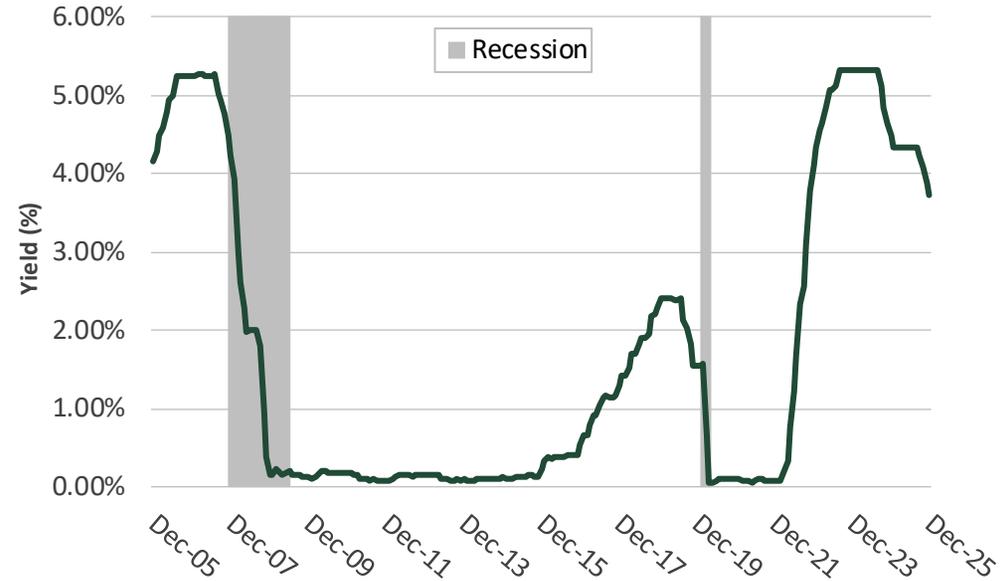
- Real U.S. GDP expanded at a *revised* annualized 4.4% in Q3 2025, following 3.8% growth in Q2, primarily driven by resilient consumer spending.
- Consensus GDP growth for 2025 is estimated at 2.2%, with expected improvement to 2.4% in 2026.

Federal Reserve Balance Sheet Assets



Source: Federal Reserve

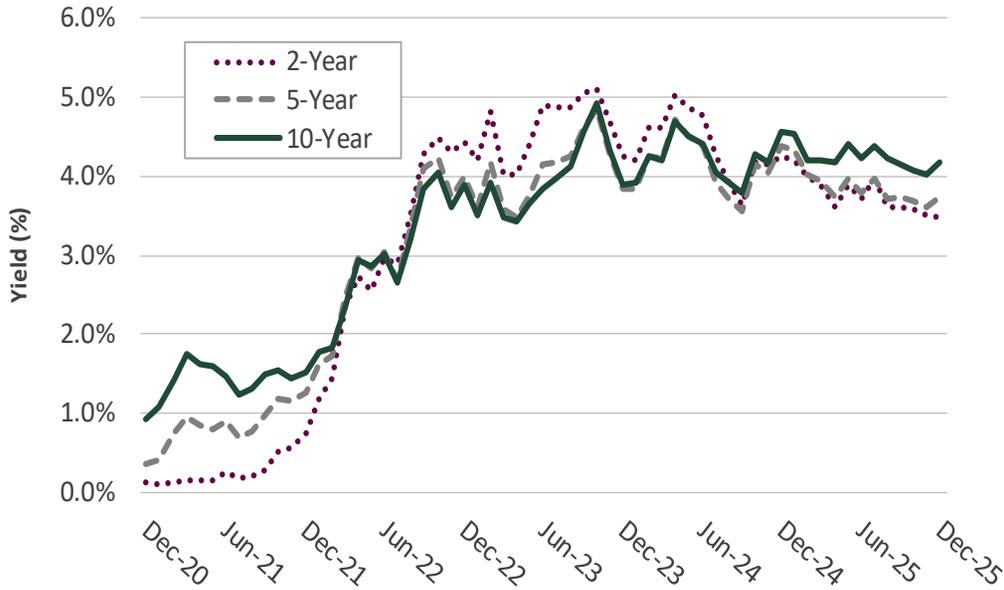
Effective Federal Funds Rate



Source: Bloomberg

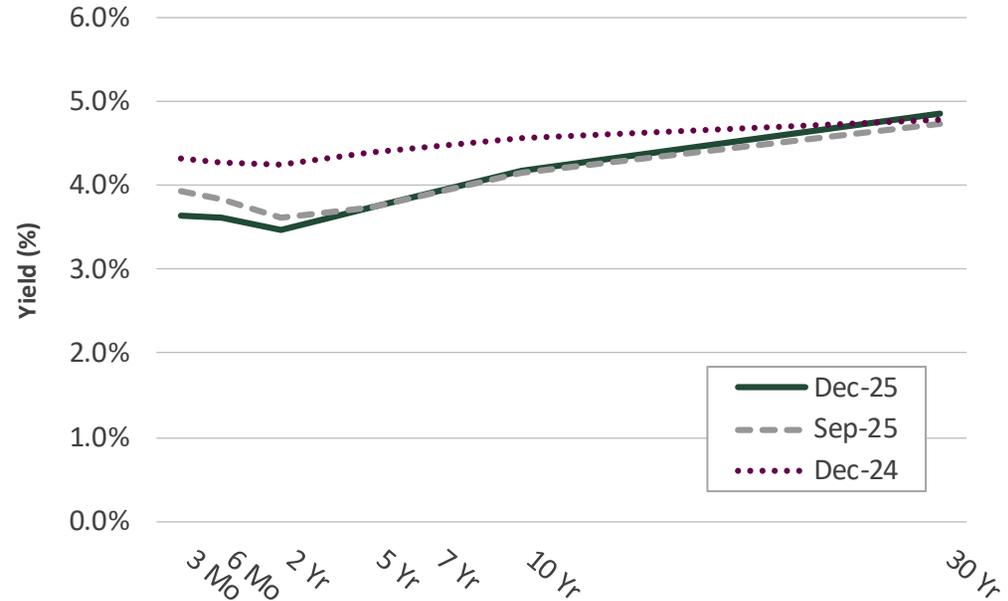
- The Federal Reserve kept the federal funds rate on hold at a target range of 3.50%–3.75% at the January meeting, following three 25-basis-point rate cuts in 2025.
- In December, the Fed halted its balance sheet runoff, announcing reinvestments in short Treasury securities to maintain ample reserves and support market stability.

US Treasury Note Yields



Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

- Bond yields declined in the last three months of 2025, with the 2-year Treasury falling to 3.48% and the 10-year near 4.17%, as markets priced in additional Federal Reserve rate cuts in 2026.
- We expect the yield curve to continue to steepen in 2026.

ACCOUNT PROFILE

Investment Objectives

The investment objectives of the South Metro Fire Rescue Fire Protection District are first, to ensure safety of invested funds; second, to maintain sufficient liquidity to meet cash flow needs; and third, to attain a market average rate of return consistent with the primary objectives of safety and liquidity.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the South Metro Fire Rescue Fire Protection District invests in high-quality money market, US Treasury securities, Agency securities, and Corporate securities, in accordance with the Colorado Revised Statutes and the Authority's Investment Policy.

PORTFOLIO CHARACTERISTICS



South Metro Fire Rescue Fire Protection District | Account #540 | As of December 31, 2025

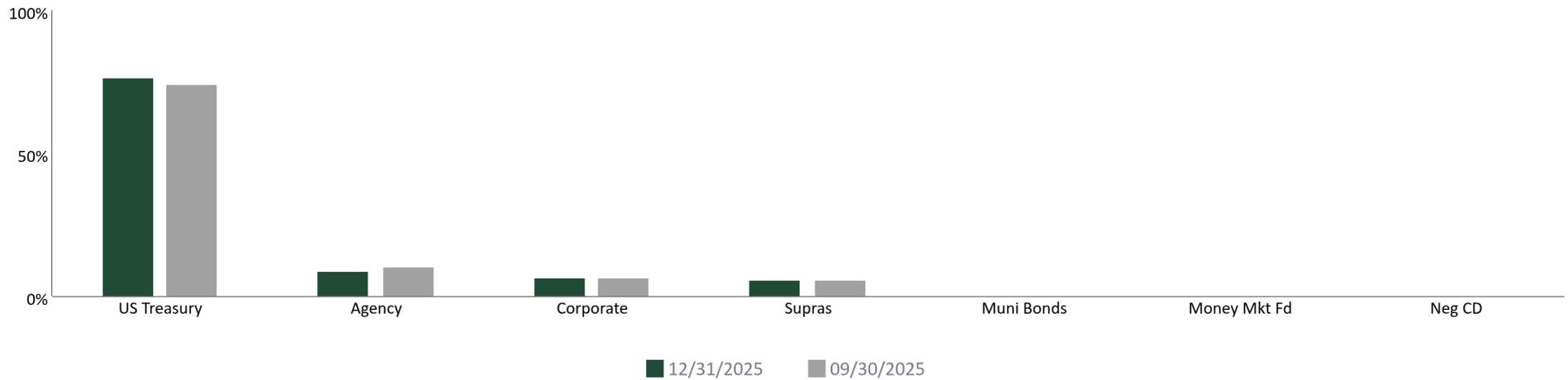
	Benchmark*	12/31/2025 Portfolio	9/30/2025 Portfolio
Average Maturity (yrs)	2.64	2.73	2.72
Average Modified Duration	2.47	2.51	2.51
Average Purchase Yield		3.69%	3.75%
Average Market Yield	3.55%	3.61%	3.71%
Average Quality**	AA+	AA+	AA+
Total Market Value		24,308,295	24,047,368

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

South Metro Fire Rescue Fire Protection District | Account #540 | As of December 31, 2025



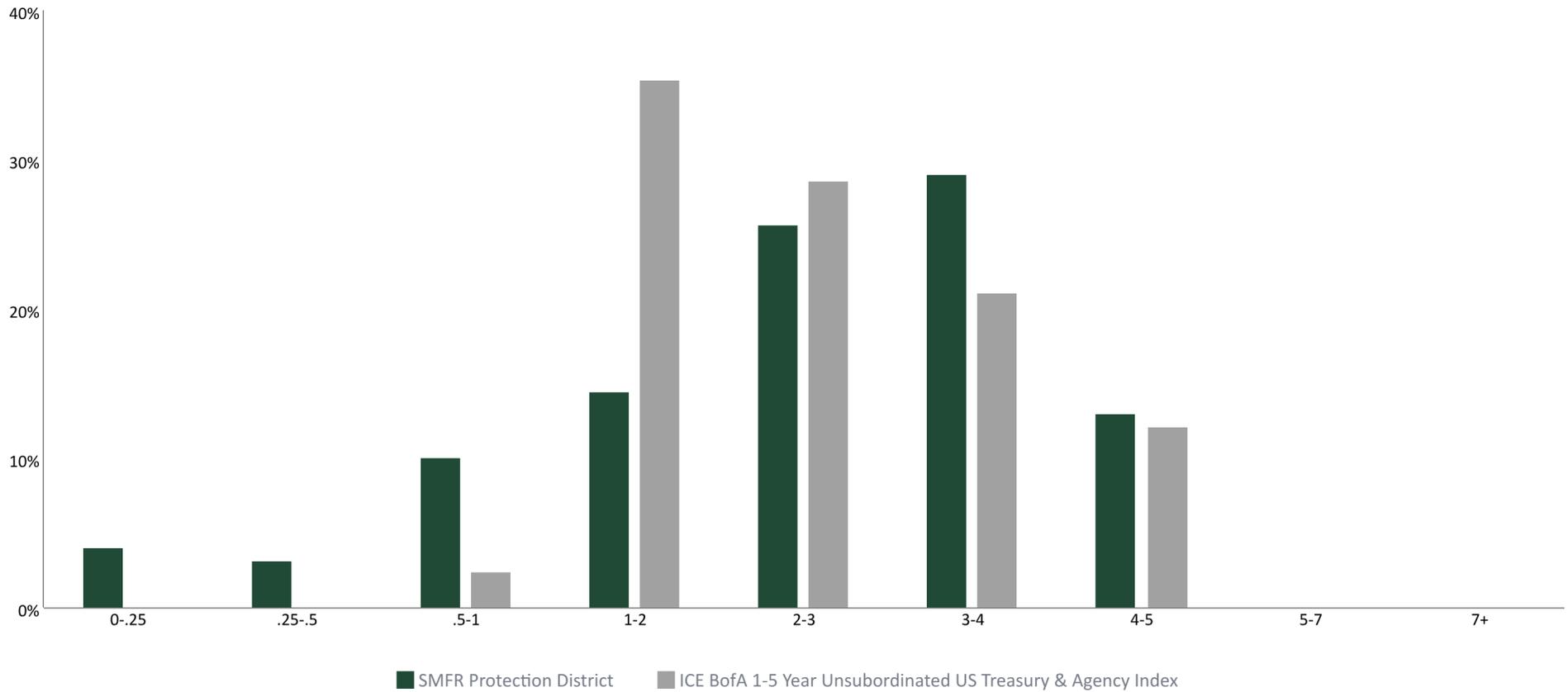
Sector as a Percentage of Market Value

Sector	12/31/2025	09/30/2025
US Treasury	76.62%	74.52%
Agency	9.46%	10.96%
Corporate	6.81%	6.78%
Supras	5.81%	5.84%
Muni Bonds	0.92%	0.92%
Money Mkt Fd	0.39%	0.39%
Neg CD	--	0.59%

DURATION DISTRIBUTION

South Metro Fire Rescue Fire Protection District | Account #540 | As of December 31, 2025

Portfolio Compared to the Benchmark



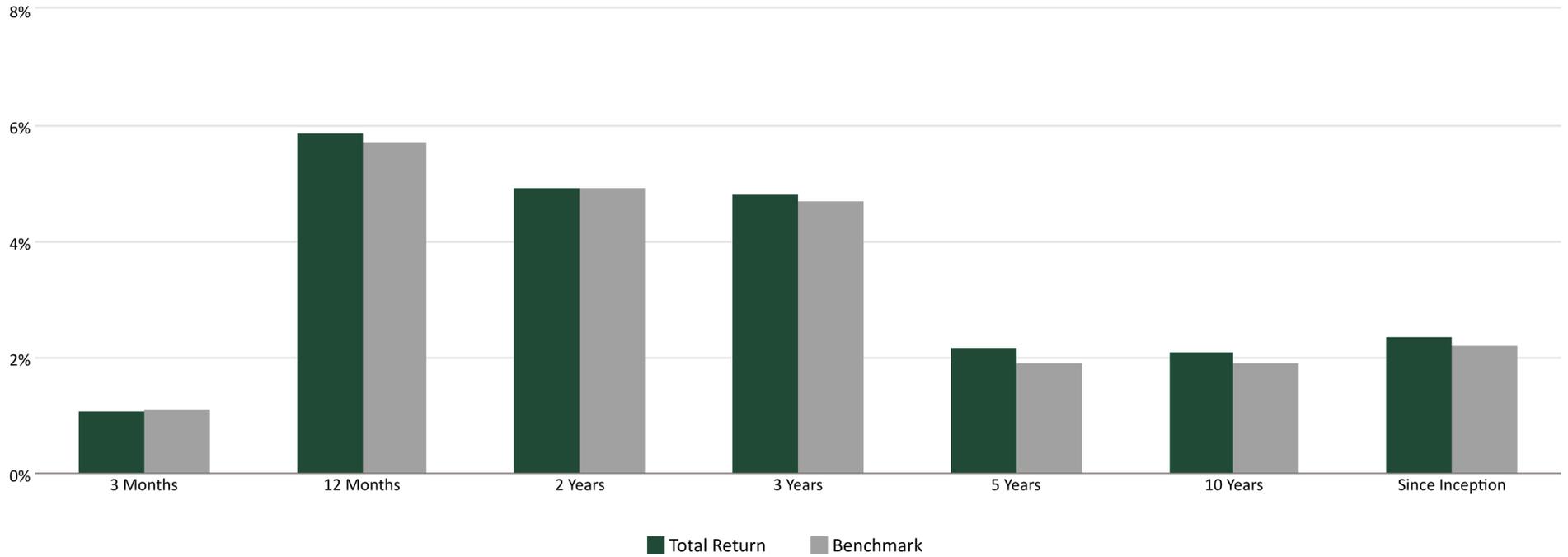
	0-0.25	0.25-0.5	0.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	4.1%	3.3%	10.2%	14.5%	25.8%	29.1%	13.1%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.0%	2.5%	35.4%	28.7%	21.2%	12.3%	0.0%	0.0%

INVESTMENT PERFORMANCE



South Metro Fire Rescue Fire Protection District | Account #540 | As of December 31, 2025

Total Rate of Return : Inception | 04/01/2005



TOTAL RATE OF RETURN*	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
SMFR Protection District	1.11%	5.90%	4.95%	4.83%	2.19%	2.10%	2.39%
Benchmark	1.11%	5.73%	4.96%	4.73%	1.94%	1.92%	2.22%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index until 4/30/24. ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index starting 5/1/24.

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Capital Projects Fund Investment Process: A Best Practice Modeling Approach

December 15, 2025

Chris Blackwood

Senior Portfolio and Investment Pool Strategist

Julie Hughes

Senior Portfolio Strategist

Kyle Perry

Associate Portfolio Strategist

IMPORTANT DISCLOSURES



2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc (“IDS”), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BOARD OF DIRECTORS AGENDA ITEM

STAFF REPORT



Meeting Date: 2/2/2026

Agenda Item Type: Action Item

Agenda Item: Resolution 2026-02 IGA for the Colorado Special Districts Property and Liability Pool

Submitted By: Stephanie Corbo, CFO, Camie Chapman, Human Resources Director

Approved: John Curtis, Fire Chief

SUMMARY:

This is to approve Resolution 2026-02, a resolution authorizing the Board of Directors to enter into an Intergovernmental Agreement with the Special Districts Association agreeing to participate in the self-insurance pool for property and liability and/or workers' compensation coverages.

BACKGROUND:

In 2025, District staff, in partnership with our Insurance broker Gallagher Benefit Services, conducted a comprehensive review and analysis of the District's general liability insurance coverages. The results of this review was presented to the Board on December 8, 2025. As a result of that review, staff elected to replace the current general liability insurer, McGriff Insurance Services, with the Special Districts Association self-insurance pool. The signing of this Intergovernmental Agreement is required by SDA to formalize our entrance into the insurance pool

Please note, the District's workers compensation coverage has been and will remain with the SDA workers compensation self-insurance pool

FINANCIAL IMPACT:

All funds required for the District's insurance coverages are included in the approved 2026 budget.

STRATEGIC INITIATIVE:

RECOMMENDED ACTION/MOTION:

I move to approve Resolution 2026-02 IGA for the Colorado Special Districts Property and Liability Pool.

ALTERNATIVE OPTIONS:

Click or tap here to enter text.

ATTACHMENTS:

RESOLUTION NO. 02, SERIES 20 26

WHEREAS, the Board of Directors of South Metro Fire Rescue Fire Protection Dist. (hereafter referred to as "the District") has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers' compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers' compensation coverages entitled "Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool", a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chair of the Board of Directors to execute Exhibit A on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as "Pool"), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates Stephanie Corbo, CFO as District's initial Representative to the Pool and designates Camie Chapman, CFO as the District's Alternative Representative.
5. Provides the following contact information for the Representative and Alternate Representative:

Representative Email Address: stephanie.corbo@southmetro.org
Representative Mailing Address: 9195 E. Mineral Ave Centennial, CO 80112
Representative Phone Number: 720.989.2000

Alternate Representative Email Address: Camie.chapman@southmetro.org
Alternate Representative Mailing Address: 9195 E. Mineral Ave. Centennial, CO 80112

Alternate Representative Phone Number: 720.989.2000

6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool.

Director _____ moved the adoption of the above Resolution.

Director _____ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the District
on the _____ day of _____, 20 ____.

Chair of the Board

ATTEST:

Secretary of the Board

**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS
PROPERTY AND LIABILITY POOL**

As Amended
SEPTEMBER 14, 2022

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**INTERGOVERNMENTAL AGREEMENT FOR THE
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ARTICLE 1. Definitions

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 **BOARD**: Board of Directors of the Pool.
- 1.2 **CLAIM YEAR**: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 **DIRECTOR**: A person serving on the Board.
- 1.4 **MEMBER**: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 **MEMBER REPRESENTATIVE**: That person who is an elected official, employee, or other person designated in writing by a Member as its representative or alternate to the Pool.
- 1.6 **POOL**: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 **POOL AGREEMENT**: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 **PUBLIC ENTITY**: A public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 1.9 **SPECIAL DISTRICT**: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, or an authority organized pursuant to Part 8, Article 25, Title 31, C.R.S., as amended, that is a public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29,

C.R.S., as amended, and are public entities pursuant to Section 24-10-103(5), C.R.S., as amended.

1.10 SDA BOARD: The Board of Directors of the Special District Association of Colorado.

ARTICLE 2. Creation of Pool

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et. seq.*, 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

ARTICLE 3. Purposes

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

ARTICLE 4. Non-Waiver of Governmental or Other Immunity

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts and a Public Entity within the State of Colorado. It is the intent of the Members and the Public Entity that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Public Entity, Members or their public employees, as defined in Section 24-10-103(4), C.R.S., as amended.

ARTICLE 5. Participation

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and

which properly enter into and adopt this Pool Agreement.

- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.3 A Member may participate in the Pool for either or both of the following purposes:
 1. The property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
 2. The workers' compensation coverages authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.5 Upon a vote of the Directors, the Board shall have the authority to approve a Public Entity to participate in the Pool for one of the purposes set forth in Paragraph 5.3. If a Public Entity is allowed to participate in the Pool, the Board must adopt rules, pursuant to Subparagraph 14 of Paragraph 8.2, to ensure that participation by the Public Entity will not interfere or conflict with the Board's obligations to its Members or impair the financial condition of the Pool. The Board shall also have the authority, upon a vote of the Directors, to remove the Public Entity from participation in the Pool. A Public Entity approved by the Board to participate in the Pool is not a Member, does not have powers of a Member under Article 9, and may not request binding arbitration under Paragraph 16.11.

ARTICLE 6. Board of Directors and Officers

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any

nomination must be approved by the Board of Directors of the Member submitting the nomination.

- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board. Additionally, an employee of the SDA, as designated by the Executive Director of the SDA, shall serve as a non-voting Director on the Board in the role of Pool Liaison, to act as an intermediary between the Pool Board and its vendors for the purpose of coordinating services.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.
- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
 1. Submits a written resignation to the Board;
 2. Dies;
 3. Ceases to be a Member Representative;
 4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
 5. Is convicted of a felony.
- 6.6 A change in which Member has designated a Director as its Member Representative, including alternates, does not cause a vacancy on the Board unless the change causes there to be more than three Directors appointed from the types of special districts listed in

Paragraph 6.1.

- 6.7 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

ARTICLE 7. Meetings of the Board of Directors

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and Duties of the Board of Directors

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
 2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
 3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or

lease equipment, machinery, and personal property.

4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
 5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
 6. Adopt and adjust the coverages provided through the Pool.
 7. Adopt and adjust contributions to the Pool.
 8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
 9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
 10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
 11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
 12. Appoint committees from time to time as the Board considers desirable.
 13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
 14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
 15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
 16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:

1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
3. Designate one or more persons or entities to administer the Pool.
4. Adopt a budget annually and report the budget to the Members.
5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

ARTICLE 9. Members' Powers and Meetings

9.1 The Members shall have the power to:

- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be established by the Board, and upon which question proxy voting shall not be allowed. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Except for action to dissolve the Pool, proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative. No Director may cast a vote for a Member under Article 9.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

ARTICLE 10. Obligations of Members

- 10.1 Each Member and any Public Entity participating in the Pool shall have the obligation to:
- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.
 - b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative. No Public Entity Member may have a Member Representative or any alternates.
 - c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.

- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

ARTICLE 11. Contributions

- 11.1 The Board shall establish Member and Public Entity contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a Member, and such disbursements shall not be subject to the provisions of Paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:
 - 1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
 - 2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members

of the initial claim year to receive the initial credits.

3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
 4. For the purpose of this Paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
 5. The amount established by the Board for a claim year pursuant to Subparagraph 3 of this Paragraph 11.2 , shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
 6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
 7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.
 8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.

- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

ARTICLE 12. Liability of Directors, Officers and Employees

- 12.1 No Director, officer, committee member, Pool Liaison, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, Pool Liaison, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's Pool Liaison's, and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, Pool Liaison, and employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, Pool Liaison, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

ARTICLE 13. Withdrawal of Members

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this Paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding Paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to Paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
 2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

ARTICLE 14. Expulsion of Members

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this Paragraph 14.1 shall not be subject to the provisions of Paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
 2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in Subparagraph 3 of this Paragraph 14.2.
 3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

ARTICLE 15. Effect of Withdrawal or Expulsion

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled

Member shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

ARTICLE 16. Miscellaneous

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.

- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
 2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
 3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: _____

By: _____
Title: Chairman, Board of Directors and President

Special District [name]: _____

By: _____
Title: ~~Chairman, Board of Directors and President~~
Board Secretary

Date: _____

Attest:

By: _____
Title: District Secretary

BOARD OF DIRECTORS AGENDA ITEM

STAFF REPORT



Meeting Date: 2/2/2026

Agenda Item Type: Discussion Item

Agenda Item: Zoll Monitor Upgrade

Submitted By: Jens Pietrzyk, Division Chief EMS

Approved: Board Finance Committee

SUMMARY:

This is to approve the upgrade from the current Zoll X-series Monitor to the new Zoll Zenix monitor.

BACKGROUND:

South Metro Fire Rescue (SMFR) purchased the Zoll X-Series cardiac monitors in 2024 as part of a planned seven-year equipment lifecycle and due to the previous monitors being end-of-life. These monitors have supported critical EMS operations, including cardiac arrest response, advanced airway management, and blood administration.

Zoll has now released the next-generation Zoll Zenix platform earlier than anticipated, offering significant improvements in usability, clinical decision support, ventilation feedback, and real-time quality management. SMFR has been presented with a limited-time upgrade opportunity through an early buyback program, allowing the agency to transition to the Zenix platform while maintaining fleet standardization and maximizing the value of the current investment.

FINANCIAL IMPACT:

Zoll's current early trade-in offer provides SMFR with a substantially higher return than what would be expected at the end of the X-Series lifecycle. Delaying an upgrade would likely result in a significantly reduced buyback value and missed financial leverage.

The upgrade includes a strong warranty package, consisting of the standard 12-month manufacturer warranty plus an additional 18-month extended warranty, reducing near-term maintenance risk and cost exposure.

From a capital planning perspective, upgrading now extends the replacement horizon for the monitor fleet by approximately three additional years, shifting the next major capital replacement cycle from roughly 2033 to 2036. This improves long-term budget predictability and avoids future out-of-warranty replacement pressures. Additionally, SMFR's interest-free payment structure positions the agency more favorably compared to other departments facing financing rates near five percent.

STRATEGIC INITIATIVE:

Upgrading to the Zoll Zenix platform aligns directly with SMFR's strategic priorities of delivering high-reliability, evidence-based emergency medical care while strengthening clinical oversight and workforce performance.

The Zenix monitor enhances cardiac arrest outcomes through improved CPR and ventilation feedback, supports advanced care pathways with customizable dashboards for RSI and blood administration, and improves situational awareness through an intuitive touchscreen interface with aligned waveforms and vitals.

Operationally, the upgrade reduces cognitive workload for crews, accelerates training and onboarding, and expands SMFR's ability to integrate real-time QA and performance monitoring into systemwide improvement efforts.

Overall, this upgrade represents a strategic modernization initiative that strengthens patient care delivery, supports EMS workforce effectiveness, positions SMFR for future service delivery models, and maximizes the value of SMFR's long-term capital investment.

RECOMMENDED ACTION/MOTION:

Based on the clinical, operational, and financial advantages outlined in this briefing, it is recommended that South Metro Fire Rescue proceed with the Zoll Zenix monitor upgrade under the current early buyback program. This upgrade represents a timely opportunity to modernize the agency's cardiac monitor fleet with next-generation technology that enhances cardiac arrest performance, ventilation management, and advanced care dashboards while improving training efficiency and quality oversight.

From a fiscal standpoint, acting now allows SMFR to maximize trade-in value, secure an extended warranty package, and extend the monitor replacement lifecycle, delaying the next major capital investment cycle by approximately three years.

The February 2, 2026, board meeting will have a discussion only, unless the board chooses to move this to an action item. Staff recommends approval no later than February 23, 2026 to fulfill vendor requirements.

ALTERNATIVE OPTIONS:

This will be discussed during the presentation.

ATTACHMENTS:

BOARD OF DIRECTORS AGENDA ITEM

STAFF REPORT



Meeting Date: 2/2/2026

Agenda Item Type: Discussion Item

Agenda Item: Community Risk Assessment, Standard of Cover (CRA-SOC)

Submitted By: Kim McAndrews, Strategic Services Manager

Approved: John Curtis, Fire Chief

SUMMARY:

This discussion will provide an overview of the CRA-SOC in preparation for board approval and submittal to the accreditation review process.

BACKGROUND:

The CRA-SOC is a key document in the accreditation process and ensures that a fire agency analyzes its major risks, aligns services to help reduce and respond to those risks, and measures response performance. The key findings also help to guide the strategic plan, identify areas for improvement, and provide direction for how services will evolve in future years. SMFR's document is being finalized but the draft will provide the major components and staff's presentation will provide additional overview.

FINANCIAL IMPACT:

N/A

STRATEGIC INITIATIVE:

The CRA-SOC is a strategic document that helps to guide our current and future services and is integral to maintaining our status as an accredited fire agency.

RECOMMENDED ACTION/MOTION:

Discussion only

ALTERNATIVE OPTIONS:

Click or tap here to enter text.

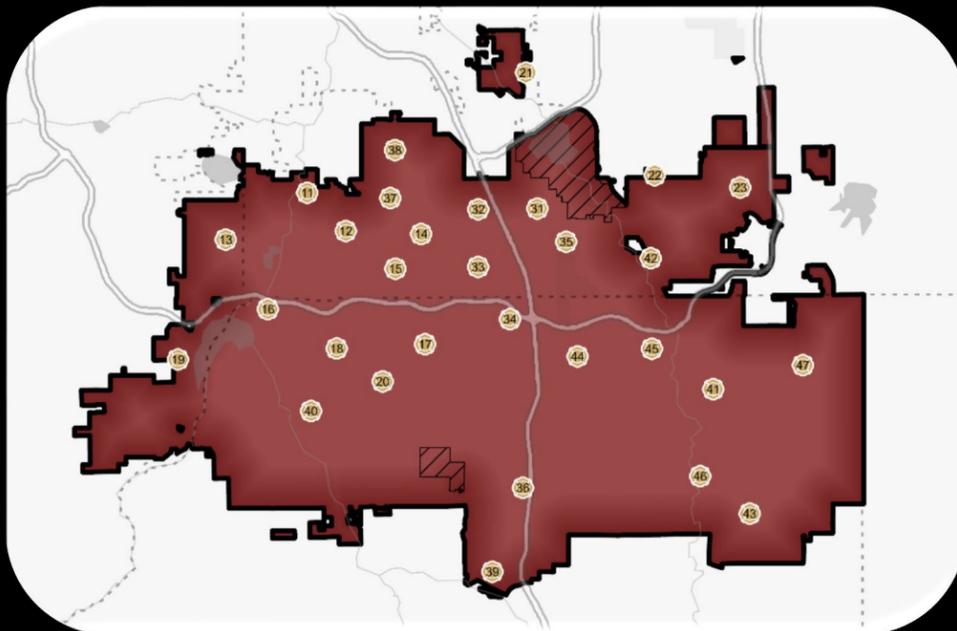
ATTACHMENTS:

A draft of the CRA-SOC can be found at: <https://public.powerdms.com/SMFR/documents/3637920>

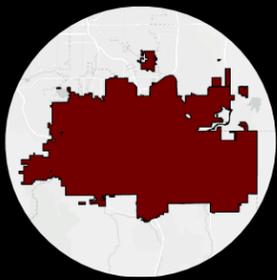
A draft of a station planning zone can be found at: [https://
public.powerdms.com/SMFR/documents/3637019](https://public.powerdms.com/SMFR/documents/3637019)

South Metro Fire Rescue

Population and Demographics 2026

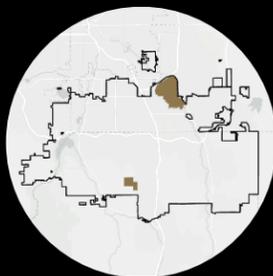


GEOGRAPHY



287.5

Total Service Area (sq mi)



8.5

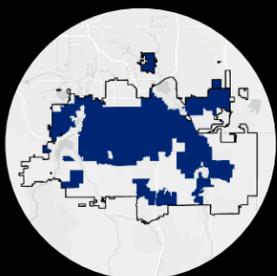
Contract Area (sq mi)



279

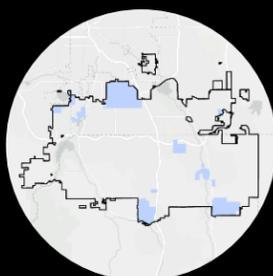
Legal Area (sq mi)

POPULATION DENSITY



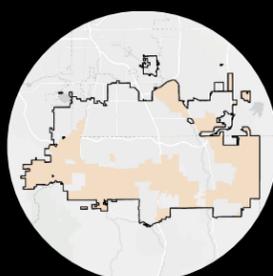
527,000

Urban population, 134 sq mi



31,000

Suburban Population, 28 sq mi



21,000

Rural population, 126 sq mi

POPULATION

579,000

2025 Total Population



604,000

Estimated 2030 Total Population

611,000

Total Daytime Population

HOUSEHOLDS



219,000

Households



2.6

Average Household Size



\$138,000

Median Household Income



\$694,000

Median Home Value



5%

Households Below the Poverty Level

EDUCATION



No High School Diploma



10%

High School Diploma



22%

Some College



64%

Bachelor's/Grad/Prof Degree

GENDER/AGE

40.0

Median Age



50%

Female Population



50%

Male Population



22%

Age <18



61%

Age 18-64



16%

65+

DIVERSITY

Hispanic Origin 11%

Pacific Islander Population 0%

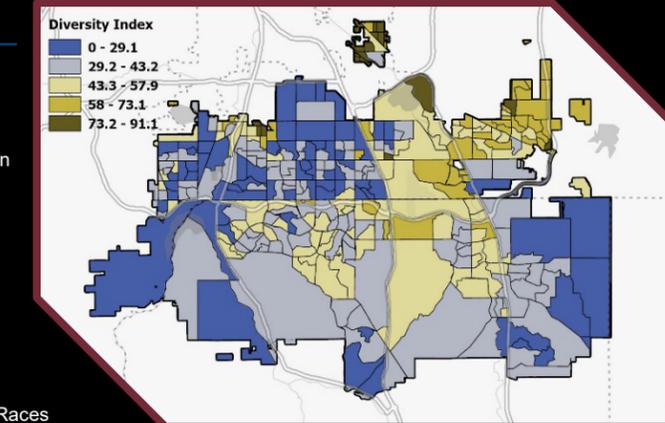
American Indian Population 1%

Other Race Population 3%

Black Population 4%

Asian Population 8%

Population of 2+ Races 10%



White Population 74%

Email Strategic Services with any questions
 Kim McAndrews at kim.mcandrews@southmetro.org
 Scot Swindall at scot.swindall@southmetro.org
 2025 data

On Jan 12, 2026, at 4:39 PM, Mike Burke <mike.burke@southmetro.org> wrote:

Chiefs,

Wanted to pass on a compliment for Engine 39 and Medic 36 B -Shift. Ryan Victor was the attending medic. My Winders wanted us to know how happy he was with the service.

Nice Job,

Mike

Mike Burke

Division Chief of Operations Support

Wildland Team Coordinator

Cell (720)822-6434

Cell- (303)718-6504



South Metro Fire Rescue Authority

9195 East Mineral Avenue

Centennial, CO 80112

From: Feedback <feedback@Southmetro.org>

Sent: Monday, January 12, 2026 1:53 PM

To: Mike Burke <mike.burke@southmetro.org>

Subject: SMFR Questions and Feedback

Hi Chief,

We received this compliment from a community member and wanted to pass it along.

Thank you!

SMFR Questions & Feedback

South Metro Fire Rescue

9195 East Mineral Avenue

Centennial, CO 80112

720-989-2000



Created date	01/12/26, 11:38 AM
Name	Robert Winders
Description	<p>I recently had the pleasure of having your emergency service folks come to our home when I fainted. Was transported to the Castle Rock Hospital and ended up having a cardiac pacemaker. I want to thank your folks for a great experience if something like this can be called a great experience. Very friendly professional care. We are very lucky to have such great people available to our community.</p> <p>Thanks again. Bob Winders</p>
Department	
Priority	
Assigned to	
Staff Notes	
Status	Not Started
Submitted Date	01/12/26
End Date	
Type	Compliment

Incident Related	<input checked="" type="checkbox"/>
Incident Date	12/22/25
Resident	Yes
Request follow up	Yes
Follow Up Method	Email
Email	srwinders@aol.com
Phone	
Modified by	web-form@smartsheet.com
Modified Date	01/12/26, 11:38 AM

Changes made by web-form@smartsheet.com

You are receiving this email because you are subscribed to a workflow "New Feedback Form Submitted" (ID# 8221413984233348) on sheet [SMFR External Feedback Tracking](#)

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Denver Fire Department
Office of the Fire Chief

745 West Colfax Avenue
Denver, CO 80204
p: 720.913.3438
f: 720.913.3597
www.denvergov.org/fire



January 7, 2026

John Curtis, Fire Chief
South Metro Fire Rescue
9195 East Mineral Avenue
Centennial, CO 80112

RE: BAT3, DIST1, SAFETY1, REHAB12, E21, BR21, T32, E22, E38, E31, E15

Dear Chief Curtis,

January 2, 2026, marked one of the most significant and challenging incidents the Denver Fire Department has faced in more than fifty years—a massive fire that consumed a three-story apartment complex spanning over five acres and an entire city block.

In response, more than 150 firefighters—staffing 1 Rescue, 22 Engines, 10 Truck/Tower companies, and 9 Chiefs—demonstrated extraordinary professionalism, courage, and unwavering commitment. This event was a defining moment for our department and a powerful reminder of the importance of partnerships and collaboration.

Your firefighters exemplified the highest standards of service and bravery. I am profoundly grateful to you and your exceptional team for answering the call during one of Denver's most challenging fires.

To each of your firefighters who contributed to the successful outcome of this historic five-alarm fire: Thank you. I am deeply proud to serve alongside you as a fellow firefighter, honored to have you as a trusted partner, and humbled by your actions in support of our city.

May you continue to stay safe, and may blessings be upon your department and their families.

With sincere gratitude,

Desmond G. Fulton
Fire Chief

Matthew Feldman

12645 Country Meadows Dr Parker, CO 80134

Date: 12/09/1982

South Metro Fire Rescue Fire Protection District

Board of Directors

9195 E. Mineral Avenue Centennial, CO 80112

Re: Billing Dispute – Mandatory 911 Emergency Ambulance Services

Members of the Board,

I am writing to bring to your attention an unresolved billing dispute involving South Metro Fire Rescue's ambulance billing practices for mandatory 911 emergency services.

In February and March 2025, SMFR responded to emergency calls and transported me by ambulance. These were bona fide 911 emergencies. As SMFR is the sole emergency responder in my area, I had no ability to choose a provider or seek an in-network alternative.

My insurance carrier, Anthem Blue Cross Blue Shield of Colorado, processed the claims and paid the insurer-allowed amounts. I paid the remaining patient responsibility consistent with those allowed amounts. Despite this, SMFR is seeking additional balances totaling several thousand dollars.

I formally disputed these charges in writing and requested justification or adjustment. Instead of resolution, I continue to receive billing statements without explanation of the legal authority permitting balance billing for mandatory emergency services.

As a public fire protection district providing essential services, I respectfully ask the Board to review whether these billing practices align with SMFR's public service mission, accountability standards, and the realities faced by residents who have no ability to choose ambulance providers in emergencies.

I am requesting Board-level review and intervention to adjust or resolve these accounts and direct cessation of collection efforts while the dispute is under review.

Thank you for your time and consideration. I am happy to provide supporting documentation upon request.

Respectfully,

Matthew Feldman



From: Lawson, Michael <mlawson@parkerco.gov>
Sent: Wednesday, January 14, 2026 9:22 AM
To: Tyler Everitt <tyler.everitt@southmetro.org>
Subject: RE: 2026

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tyler,

Thanks for checking in on this!

I have only heard positive things. Randy Sale has heard the same. In fact, he mentioned there's only been glowing reviews from customers. We've also seen Randy Capra and Paul Harris recently, and both seem to be doing well.

Thank you again to you and your whole team for your professionalism and excellence. We are grateful for you and our partnership with SMFR.

If there is ever anything you need from us, please let me know.

Thanks, Tyler.



Michael Lawson, Deputy Town Manager
20120 E. Mainstreet, Parker, CO 80138-7335
303.805.3164 www.parkerco.gov



WE'RE HIRING! [LEARN MORE](#)

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From: Tyler Everitt <tyler.everitt@southmetro.org>

Sent: Wednesday, January 14, 2026 7:38 AM

To: Lawson, Michael <mlawson@parkerco.gov>

Subject: 2026

Hi Michael,

Happy new year! I hope you had a great holiday. I just wanted to quickly check in. Things seem to be going extremely well in Parker with both contractors, business owners and our partners in the building department.

I just wanted to check in with you.

Tyler Everitt

Fire Marshal

South Metro Fire Rescue

9195 E Mineral Ave, Centennial, CO 80112

720-989-2233 direct | 303-901-5377 mobile

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