



Indian Hills Fire Protection District Rules and By-Laws



Section 1. Authority. The Indian Hills Fire Protection District is a governmental subdivision of the State of Colorado and a body corporate with powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with, C.R.S. Section 32-1-101 et seq.

Section 2. Purpose. The purpose of these Rules and By-Laws is to provide for the administration and operation of the Indian Hills Fire Protection District, (hereinafter called the "District").

Section 3. Policies of the Board. It shall be the policy of the District's Board of Directors, consistent with the availability of revenues, personnel and equipment, to use its best efforts to provide fire protection, rescue, emergency medical and related services to the inhabitants and property owners within the District.

Section 4. Board of Directors. All powers, privileges and duties vested in, or imposed upon the District by law, shall be exercised and performed by and through the Board of Directors (hereinafter referred to as the "Board"), whether set forth specifically or implied in these Rules and By-laws. Board members represent the voters of the District and act as a team, not as individuals.

Section 5. Office.

a) **Business Office.** The principal business office of the District shall be at 4476 Parmalee Gulch Road, Indian Hills, Colorado, 80454, unless otherwise designated by the Board.

b) **Establishing Other Office and Relocation.** The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of the District.

Section 6. Meetings. In January of each year, the Board shall determine the dates and times of its regular meeting and posting locations. Until changed, the location set forth below shall apply.

a) **Regular Meetings.** Regular meetings of the Board shall be held monthly at the business office. The regular meetings in April and October will be preceded by the Pension Board Meeting.

b) **Meeting Public.** All meetings, including work or study sessions, of a quorum of the Board at which public business is discussed or formal action is taken, other than executive sessions, shall be open to the public.

c) **Notice of Meetings.** Section 6 (a) shall constitute formal notice of regular meetings to Board members and no other notice shall be required to be given to Board

members. Notice of regular and special meetings shall be posted to the District web site no later than 24 hours in advance of the meeting in accordance with Section 24-6-402, C.R.S., as amended. Reasonable individualized notice shall be given to all persons requesting the same as required by law.

d) Special Notice. Special notice shall be included with the posting for the undertaking of final determination to: issue or refund general obligation indebtedness; consolidate the District with another special district; dissolve the District; file a plan for debt adjustment under federal bankruptcy law; enter into a private contract with a Director; or not make a scheduled bond payment.

f) Continued Meetings. When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting, except as required by law. At the continued meeting, any business may be transacted which might have been transacted at the original meeting.

g) Emergency Meetings. Notwithstanding the foregoing, the Board may act without notice when unforeseen circumstances call for immediate action to protect the public health and safety or the welfare of the District's residents. In such case, an action taken shall be effective only until the next regular or special meeting at which the Board may ratify such action.

Section 7. Conduct of Business.

a) Quorum. All official business of the Board shall be transacted at a regular or special meeting at which a quorum (i.e., three) of the Directors shall be present in person or telephonically.

b) Vote Requirements. Any action of the Board shall require the affirmative vote of a majority of the Directors present and voting during a regular or special meeting. Proxy voting is not permissible.

c) Order of Business. The business of all regular meetings of the Board shall be transacted according to Robert's Rules of Order as far as practicable.

d) Resolutions and Orders. Each and every action of the Board necessary for the governing and management of the affairs of the District, for the execution of the powers vested in the District, and for carrying into effect the provisions of Article I of Title 32, C.R.S., as amended, shall be taken by the passage of motions, orders or resolutions.

e) Minutes. Within a reasonable time after each meeting, all orders, resolutions, motions, and all minutes of Board meetings shall be recorded, attested by the Secretary and the President, and filed in the business office. Minutes of executive sessions of the Board shall be tape-recorded, unless the executive session was conducted for the purpose of receiving legal advise, and remain confidential and shall not be made part of the public record of the meeting.

f) Electronic Communications. If members of the Board use electronic mail to discuss public business among themselves, the electronic mail shall be subject to the provisions of the Colorado Sunshine Law. Copies of all such communications shall be provided to the Secretary or his or her designee and maintained by the District.

g. Executive Sessions. Upon the affirmative vote of no less than two-thirds of the quorum present taken at a regular or special meeting following the announcement of an allowed discussion purpose, the Board may go into executive or "closed" session. The following procedure shall apply to executive sessions:

(1) The Board President or acting President must announce, and the record shall reflect, one of the following allowable discussion purposes:

- (i) Purchase, acquisition, lease, transfer or sale of any property interest;
- (ii) Conferences with the District's attorney regarding legal advice on specific legal questions;
- (iii) Confidential matters pursuant to State or Federal law;
- (iv) Security arrangements or investigations;
- (v) Negotiations;
- (vi) Personnel matters, except if the employee who is the subject of the executive session has requested an open meeting; or if the personnel matter involves more than one volunteer or employee, all of the affected volunteers or employees must request an open meeting;
- (vii) Items concerning mandatory nondisclosure;
- (vii) Discussion of individual cadets or students where public disclosure would adversely affect the individual;
- (ix) Matters that are allowable but for confidentiality requirements of State or Federal law, in which case, a specific citation to the applicable law of confidentiality shall be announced.

(2) A vote shall be taken on whether or not to go into executive session.

(3) No formal action (vote) shall be taken during an executive session.

Section 8. Directors, Officers and Personnel.

a) Director Qualifications and Terms. There shall be 5 Directors and they shall be electors of the District. The term of each Director shall be determined by relevant statutory provisions with elections held in even numbered years and conducted in the manner prescribed by Part 8 of Article I, Title 32, C.R.S., as amended. Each Director shall sign an oath of office and, at the expense of the District, furnish a faithful performance bond as required by applicable Colorado Statute.

b) Oath of Office. Each member of the Board, before assuming the responsibilities of one's office, shall take and subscribe an oath of office in the following form, to-wit:

OATH OF OFFICE OF DIRECTOR
STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

I, _____, will faithfully support the Constitution of the United States and the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of office of Director of the Indian Hills Fire Protection District, upon which I am about to enter.

Signature

Subscribed and sworn to before me this ___ day of XXX, 20__.

County Clerk, District Court Clerk,
President of the Board of Directors,
or Notary

c) Vacancies. A Director's office shall be deemed vacant upon the occurrence of any of the events creating a vacancy set forth in the Act, including a Director's failure to attend three consecutive regular meetings of the Board without the Board having entered its approval of the absence(s) in its minutes (except that additional absences shall be excused for temporary mental or physical disability or illness) or a Director's failure to remain qualified for the office to which he/she was elected. Any vacancy occurring on the Board shall be filled with sixty (60) days of the vacancy by an affirmative vote of a majority of the remaining Directors as prescribed by the Act. The individual appointed to fill the vacancy must meet the qualifications for Directors prescribed by the Act and shall serve until the next regular election.

d) Election of Officers. The Board of Directors shall elect from its membership a president, a secretary, and a treasurer, who shall be the Officers of the Board of Directors and of the District. The Officers shall be elected by a majority of the Directors voting at said election. The election of the Officers shall be conducted annually at the regular meeting of the Board held in June of each year. Each officer, so elected, shall serve for a term of one year, which term shall expire upon the election of his or her successor or upon his or her re-election to that office. Any vacancy occurring in any office shall be filled for the un-expired term in the same manner. If there is urgent Board business that needs to be conducted before a replacement is selected, an acting Board Officer may perform the actions required. The election to replace a Board Officer shall be held after the individual appointed to fill the vacant Board seat has been sworn in.

e) President and Chairman. The President shall be the Chairman of the Board and shall preside at all meetings. The President shall also be the Chief Executive Officer of the District. Except as otherwise authorized, the President shall sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the District.

f) Secretary. The Secretary shall keep the records of the District; may act as secretary at meetings of the Board and record all votes; shall compose a record of the proceedings of the Board and ensure that the record of the meeting is filed in the business office; and shall perform all duties incident to that office. The Secretary shall be custodian of the seal of the District and shall have the power to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.

g) Treasurer. The Treasurer shall be Chairman of the Budget Committee and of the Audit Committee. The Treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of the District in permanent records. The Treasurer shall file with the Clerk of the Court, at the expense of the District, a corporate fidelity bond in an amount determined by the Board of not less than is required by applicable Colorado Statute, conditioned on the faithful performance of the duties of one's office.

h) Recording Secretary. The Board shall have the authority to appoint a recording secretary who need not be a member of the Board of Directors, and who shall be responsible for recording all votes and composing a record of the proceedings of the Board for its approval. The Recording Secretary shall not be required to take an oath of office or post a performance bond.

i) Additional Duties. The Directors shall perform such other duties and functions as may, from time to time, be required by the Board, by the by-laws or rules and regulations of the District, or by special situations, which shall later be ratified by the Board.

j) Fire Chief. The Board shall appoint the Fire Chief to serve for such terms and upon such conditions, including wage or salary, as the Board may establish. The Fire Chief shall appoint the volunteer Assistant Chief and other officers. The Fire Chief, all appointees, and all members shall be subject to Board direction and approval.

k) Personnel Selection. The selection of the Fire Chief and all other agents, employees, engineers, accountants, special consultants and attorneys of the District by the Board will be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. The Fire Chief and all other agents and employees shall hold their offices at the pleasure of the Board. Contracts for professional services of engineers, accountants, and special consultants and attorneys may be entered into on such terms and conditions as may seem reasonable and proper to the Board.

Section 9. Financial Administration.

a) Fiscal Year. The fiscal year of the District shall commence on January 1 of each year and end on December 31.

b) Budget Committee. There shall be a permanent committee, known as the Budget Committee, composed of the Treasurer, a member of the Board appointed by the President, and other electors appointed by the President, which shall be responsible for preparation of the annual budget of the District and such other matters as may be assigned to it by the President of the Board.

c) Budget. On or before October 15th of each year, the Budget Committee shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall be accompanied by a statement, which shall describe the important features of the budget plan and by a general summary which shall set forth the aggregate figures of the budget in such manner as to show the balanced relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. It shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the District shall be classified according to the nature of receipts.

d) Notice of Budget. Upon receipt of such proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the business office; that the Board will consider the adoption of the proposed budget on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Notice shall be published in substantial compliance with Section 29-1-108, C.R.S., as amended.

e) Adoption of Budget. On the day set for consideration of such proposed budget, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs of the District and the probable income of the District. The Board shall then adopt a budget setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budget expenditures with special consideration given to the proposed ad valorem tax levy before tax is levied.

f) Levy and Collection of Taxes. On or before December 15th of each year, the Board shall certify to the Board of County Commissioners any mill levy established for the ensuing fiscal year, in order that, at the time and in the manner required by law for the levying of taxes, such Commissioners shall levy such tax upon the assessed valuation of all taxable property within the District.

g) Filing of Budget. Within 30 days of adoption of the budget, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Department of Local Affairs.

h) Appropriating Resolution.

(1) At a meeting held before January 1 of the ensuing fiscal year, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated thereunder shall not exceed the amounts fixed therefore in the budget adopted pursuant to Section 9.e.

(2) The income of the District, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution.

(3) The Board may make an appropriation to and for a contingent fund to be used in cases of emergency or other unforeseen contingencies.

i) No Contract to Exceed Appropriation. The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District to any liability for payment of money for any purposes, for which provision is not made in appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms of this sub-section shall be void ab initio, and no District funds shall be expended in payment of such contract, except as provided in the following sub-section.

j) Contingencies.

(1) In cases of emergency caused by a natural disaster, public enemy, or

some contingency, which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two-thirds vote of the entire membership of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of that meeting.

(2) If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the Department of Local Affairs and shall be published in compliance with statute requirements for amendment of the District budget.

k) Payment of Contingencies.

(1) If there is unexpended or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditures are to be paid.

(2) To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (a) the issuance of tax anticipation warrants, to the extent that the mill levy authority of the District is available as specified by statute, (b) the issuance of bond anticipation notes payable from bond proceeds or operating revenue, or (c) any other approved method.

l) Fiscal Audit.

(1) Except as required by state statute, the Treasurer shall cause an audit to be made at the end of every fiscal year of all financial affairs of the District through December 31 of such fiscal year. In all events, the audit report must be submitted to the District within six months of the close of such fiscal year. Such audit shall be conducted in accordance with generally accepted auditing standards by a registered or certified public accountant, who has not maintained the books, records, and accounts of the District during the subject fiscal year.

(2) The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement and short form balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full disclosure of violations of state law, pursuant to statutory requirements.

(3) A copy of the audit report shall be maintained in the District office as a public record for a public inspection at all reasonable times.

(4) The Treasurer shall forward a copy of the audit report to the State Auditor or other relevant state official, pursuant to statutory requirements, within thirty days following receipt of the audit.

Section 10. Corporate Seal. The seal of the District shall be a circle containing the name of the District and shall be used on all documents and in such manner as seals generally are used by public and private corporations. The Secretary shall have custody of the seal and shall be responsible for its safekeeping and care.

Section 11. Disclosure of Conflict of Interest. Any Director who is present at a meeting at which is discussed any matter in which one has, directly or indirectly, a private pecuniary or property interest shall disclose such interest to the Board. Unless such Director has given seventy-two hours actual advance written notice to the Colorado Secretary of State and to the Board, in accordance with all statutory requirements, such Director shall refrain from advocating for or against the matter and shall disqualify oneself from voting on such matter.

Section 12. Compensation. The Board may, by resolution, elect to award compensation to Directors as prescribed by statute. No Director shall receive compensation as an employee of the District except as provided in this section.

Section 13. Indemnification of Directors and Employees. As enumerated below in this section, the District shall defend, hold harmless and indemnify any Director, officer, agent, or employee, whether elective or appointive, against any tort or liability, claim or demand, whether groundless or otherwise, arising out of any alleged act or omission occurring during the performance of duty. The District may compromise and settle any such claim or suit and/or pay the amount of any settlement or judgment rendered thereon.

a) For the purposes of this Section 13 only, the following definitions shall apply.

(1) "Employee". The term "employee" means a Director, officer, member, employee or servant (hereinafter collectively referred to as "employee") of the District, whether or not compensated, elected or appointed. The term "employee" specifically excludes any person or organization contracting to perform services or acting for the District as an independent contractor.

(2) "Performance of Duty". The term "performance of duty" shall be interpreted as broadly as possible to include any situation in which a District employee could conceivably be deemed to be acting within the scope of one's employment. It shall specifically extend to all employees who are providing service on a voluntary basis or otherwise to any private, corporate, or governmental party other than the District, when doing so with the appropriate consent and authorization from the District. The term "performance of duty" shall not include any act or omission constituting deliberate and intentional tortious or criminal conduct, or malfeasance in office, or willful or wanton neglect of duty.

b) The District reserves the right to designate the attorney appointed to defend any employee in any tort or liability action instituted pursuant to this Section 13.

c) The District agrees to indemnify any employee up to the maximum amounts specified under the Colorado Governmental Immunity Act (Article 10 of Title 24, C.R.S. as amended) and such additional amounts as are insured by liability insurance provided by the District. The District specifically reserves any defenses, which are made available to the District or its employees by said Governmental Immunity Act.

d) The District may maintain insurance to cover the risks enumerated in this Section 13.

e) All claims to be paid pursuant to this Section 13 shall be paid by the District or its insurer. Any judgment or settlement of a claim against the District shall be paid in accordance with the provisions of said Governmental Immunity Act.

f) No defense or indemnification shall be provided by the District to any employee in any of the following circumstances:

(1) If the employee willingly and knowingly fails to notify the District within a reasonable time of any incident or occurrence which one might reasonably expect to result in a claim of tort liability against said employee or the District.

(2) If the District is not made a party defendant in an action and the District is not notified of the existence of such action in writing by the plaintiff or such employee within fifteen days after commencement of the action.

(3) If an employee fails to exercise reasonable efforts to notify the District of any claim, which is informally asserted against said employee for damages reimbursable pursuant to this Section 13.

(4) If an employee refuses to cooperate with an investigation or defense of any lawsuit by the District, or its insurer, or by any private attorney employed by the District to furnish the defense to said employee, or any private investigator hired by the District to investigate such tort or liability claim.

g) If the District or the employee against whom a claim reimbursable hereunder is asserted has any other valid insurance, bond or indemnification plan available covering the loss or damage alleged against said employee, such insurance, bond or other plan will be first applied to the payment of any claim. In such event, the obligation of the District to indemnify and hold harmless the employee shall exist only for liability incurred in excess of such other coverage.

h) In the event of any payment made pursuant to this Section 13, the District shall be subrogated to all of the employee's rights of recovery therefore against any person or organization, and the employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights of subrogation. The employee shall do nothing to prejudice such rights.

i) No assignments of indemnification shall be permitted without the written consent of the District, signed by the President, and no such assignment shall bind the District unless such written consent is given prior to assignment. If, however, the employee shall die, the benefits of this Section 13 shall be available to, and apply fully to, the employee's successor, estate, or legal representative, but only while acting within the scope of one's duties as such.

j) Any defense and indemnification available to any employee under this Section 13 shall continue to be available after the termination of one's employment, office or tenure if the act or omission causing such liability occurred during the course of one's duties while an employee of the District. Such defense and indemnification shall not be available to a former employee, however, in the event that the tort or liability claim against said former employee was asserted as a counter-claim or set-off in any suit brought by the employee, except to the extent that the liability of such employee may exceed the amount of one's own claim or suit.

k) The provisions of this Section 13 shall be subject to and, to the extent of any inconsistency therewith, shall be modified by said Governmental Immunity Act.

Section 14. Bidding and Contracting Procedures. Except in cases in which the District

will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense in excess of \$25,000.00 or more of public money and on any other project deemed appropriate by the Board. The District may reject any and all bids, and if it appears that the District can perform the work or secure material for less than the lowest bid, it may proceed to do so in accordance with statute.

a) No contract for work, materials, or services, regardless of amount, shall be entered into between the District and a Director unless a notice of bids has been published in accordance with statute.

b) In the letting and administration of all construction contracts, the Board shall proceed in accordance with applicable law.

Section 15. Workplace Rules. The District will establish workplace rules. An Employee Handbook will be distributed and available to all members.

Section 16. Powers of the Board of Directors. Without restricting the general powers conferred by law, it is hereby expressly declared that the Board shall have the following powers and duties:

a) To confer upon any appointed officer of the District the power to choose, remove suspend, or otherwise discipline employees, volunteer members, or agents upon such terms and conditions as it may see fair and just and in the best interests of the District.

b) To determine and designate, except as otherwise provided by law or these By-Laws, who shall be authorized to make purchases, negotiate leases and other contracts, and sign receipts, endorsements, checks, releases and other documents.

c) To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.

d) To prepare financial reports, other than the statutory audit, covering each year's fiscal activities; and said report, if requested, shall be submitted to the Board and made available for inspection by the public.

e) To approve all standing orders and policies of the Fire Chief of the Indian Hills Fire Protection District.

f) A grievance process will be defined in the Employee Handbook. The final appeal authority rests with the Board of Directors.

Section 17. Rules of Interpretation and Miscellaneous Provisions.

a) Interpretation. It is intended that these Rules and By-Laws shall be liberally construed to effect the general purposes set forth herein. Nothing herein contained shall be construed or deemed to constitute an alteration, waiver, limitation or abridgment of any grant of any power, authority, or right conferred upon the District or the Board by law or under any contract or agreement existing between the District and any other person. Nothing herein contained shall be construed so as to prejudice or affect the right of the District to secure the full benefit and protection of any law, which is now enacted or may subsequently be enacted

by the Colorado General Assembly pertaining to the objects and affairs of the District. The Board in its sole discretion shall determine any ambiguity, conflict, omission or question of interpretation of these Rules and By-Laws, and its determination shall be final and conclusive. The Board's interpretation of these Rules and By-Laws shall not be deemed to be a new enactment, amendment or change of any Rule or By-Law for any purpose.

b) Usage and Titles. All words and phrases shall be construed and defined according to the common and generally accepted meaning thereof, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law or industry shall be construed and defined according to such particular and appropriate meaning. The title of any section in these Rules and By-Laws shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section.

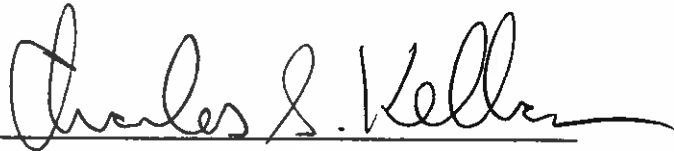
c) Severability. If any section, subsection, sentence, clause or phrase of these Rules and By-Laws is judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of these Rules and By-Laws, the intention being that the various sections and provisions hereof are severable.

Section 18. No Damage for Enforcement or Failure to Enforce. Nothing in these Rules and By-Laws shall create any liability or right to damages against the District, its directors, officers, employees or agents, because of any enforcement of or failure to enforce any provision of these Rules and By-Laws.

Section 19. Modification of By-laws. These by-laws may be altered, amended or repealed at any regular or special meeting of the Board called for that purpose and such alterations, additions, or amendments shall be binding and of full force and effect as of the date of their adoption by the Board, unless otherwise provided.

ADOPTED as amended this 22nd day of January 2020, by the Board of Directors of the Indian Hills Fire Protection District.

Scott Kellar, President



Marc Rosenberg, Treasurer



Kelley Lehman, Board Member



Chris Vigil, Board Member

