

**CITY OF CENTRAL, COLORADO**  
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on  
**Tuesday, December 16, 2014 @ 6:30 p.m.**  
141 Nevada Street, Central City, Colorado  
**AGENDA**

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's website, the City Hall bulletin board and at the Post Office the Friday prior to the Council meeting.

**6:30pm Council Meeting**

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Shirley Voorhies
	Glo Gaines
	Kathy Heider

**Executive Session** – Pursuant to C.R.S. 24-6-402(4)(b) for the purpose of conferring with the City Attorney on specific legal questions regarding pending litigation **to be held at 6:30pm following the Work Session.**

**RECONVENE REGULAR SESSION – 7:00pm**

3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.
6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists of December 4 & 11; and  
City Council minutes: December 2, 2014

**CERTIFICATE OF RECOGNITION – KOA for Outstanding Customer Service & Quality Reviews**

**PUBLIC FORUM/AUDIENCE PARTICIPATION** – *(public comment on items on the agenda not including Public Hearing items)* the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

**SECOND READING AND PUBLIC HEARING –**

7. Ordinance No. 14-08: An ordinance of the City Council of the City of Central amending Article V of Chapter 6 of the Central City Municipal Code regarding Gaming Device Fees. (Flowers)

**ACTION ITEMS: NEW BUSINESS –**

8. Historic Preservation Commission Appointments – 2 seats and 1 alternate
9. Planning Commission Appointments – 1 seat and 1 alternate
10. Resolution No 14-21: A resolution of the City Council of the City of Central, Colorado approving the agreement by and between the City of Central and Colorado Coach Transportation, LLC for the operation of a transportation shuttle service.(Miera)
11. Resolution No. 14-22: A resolution adopting and entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and taking other actions in connection therewith. (Allen)
12. Resolution No. 14-23: A resolution appropriating additional sums of money to defray expenses in excess of amounts originally appropriated in the 2014 Budget for the City of Central. (Flowers)
13. Acceptance of Caselle Accounting Software Proposal for \$42,893 (Flowers)
14. Resolution No. 14-24: A resolution of the City Council of the City of Central, Colorado approving the Third Amendment to the Intergovernmental Agreement by and between the City of Central and the Central City Business Improvement District (McAskin)
15. Resolution No. 14-25: A resolution of the City Council of the City of Central, Colorado adopting Hearing Procedures for the Central City Retail Marijuana Store Licensing Authority. (McAskin)

**LOCAL LICENSE AUTHORITY – (Central City Retail Marijuana Store Licensing Authority)**

16. Eureka Supply Co., LLC at 109 Eureka for a Retail Marijuana License (Bechtel)

**REPORTS –**

17. Staff updates –

**COUNCIL COMMENTS** - limited to 5 minutes each member.

**PUBLIC FORUM/AUDIENCE PARTICIPATION** – for non-action items not Action or Public Hearing items on this agenda (same rules apply as outlined in the earlier Public Forum section).

**ADJOURN:** Next Council meeting January 6, 2015.

***City Council would like to invite all the residents of Central City to join them for refreshments following the meeting.***

***Happy Holidays!***



Posted 12/12/14

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.

**CITY OF CENTRAL  
CASH ON HAND  
12/11/2014**

<b>Total Beginning ENB Cash on Hand 11/26/14</b>	<b>394.95</b>
Deposits to ENB	
Wires Out ENB	-
Cleared Checks	-
<hr/>	
12/11/2014	394.95
<less previously approved & outstanding>	(56.00)
<b>Total ENB Cash on Hand 12/11/14</b>	<b>338.95</b>

<b>Total COB Cash on Hand 11/26/14</b>	<b>848,154.01</b>
Deposits to COB	313,240.03
Wires Out COB	(54,205.90)
Cleared Checks	(537,513.70)
<hr/>	
12/11/2014	569,674.44
<less previously approved & outstanding>	(321,188.40)
Device Fees Received	
<b>Total COB Cash on Hand 12/11/14</b>	<b>248,486.04</b>

<b>Total Beginning Colotrust Cash on Hand 11/26/14</b>	<b>560,278.45</b>
Wires into Account	6,742.90
Wires out of Account	
<b>Total Colotrust Cash on Hand 12/11/14</b>	<b>567,021.35</b>

\*\*\*The City is currently in the process of switching the operating account from Evergreen National Bank to Colorado Business Bank. As such, you will see less and less activity out of Evergreen National and on the next cash flow report both of the operating accounts will be reflected. Once all transactions have cleared Evergreen National Bank, it will be removed from this sheet.

**TOTAL CASH ON HAND 12/11/14** **815,846.34**

CITY OF CENTRAL  
DEBIT CREDIT CARD PURCHASES

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<i>None for this period</i>			
TOTAL for Debit Cards			-
<i>None for this period</i>			
Total for Credit Cards			-
Total for All Cards			-

CASH FLOW  
CHECK LISTING

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
			129012	Employee PR	Employee PR	167.35	
			129013	ICMA-401	Retirement Contribution	2,211.35	
			129014	ICMA-457	Retirement Contribution	2,179.93	
			129015	ICMA-IRA	Retirement Contribution	381.00	
10/31/14	7300081514	12/4/14	129016	DPC Industries	Chlorine	24.00	
12/4/14	120414	12/4/14	129017	Barbara Thielemann	Conference Expenses	373.65	
11/14/14	W14343	12/4/14	129018	CIRSA	Wc Claim	282.78	
11/13/14	5751182410	12/4/14	129019	Clear Creek Supply	Auto Parts	162.39	
11/21/14	112114	12/4/14	129020	CO Assn Chiefs of Police	PD Testing Materials	315.00	
11/6/14	546794	12/4/14	129021	Den-Col Supply Company	Angle Iron and Plate	43.13	
12/1/14	120114	12/4/14	129022	Susie Allen	Winter Gear Firefighter Reimbursement	201.71	
12/4/14	Dec-14	12/4/14	129023	Gilpin Ambulance Authority	Amulance Service	13,631.25	
11/5/14	9105212	12/4/14	129024	Hach Co.	PW Supplies	329.89	
11/16/14	111614	12/4/14	129025	MCI	Toll Free Telephone Service	28.52	
10/28/14	310557	12/4/14	129026	Napa Auto Parts	Wheel Charger	489.00	
11/13/14	100786	12/4/14	129027	Office Stuff	Toner, Legal Pads, Markers	831.14	
11/20/14	112014	12/4/14	129028	Xcel Energy	Electricity	110.16	
11/21/14	112114	12/4/14	129029	Purchase Power	Postage	655.42	
11/1/14	9005700794	12/4/14	129030	Cintas First Aid	AED Lease	99.00	
11/16/14	111614	12/4/14	129031	Century Link	Telephone and Fax Lines	927.73	
11/30/14	21411222	12/4/14	129032	Utility Notification	Line Locates	9.18	
11/4/14	9586857089	12/4/14	129033	Grainger	Pulley Block and Winch	260.97	
11/8/14	2670813	12/4/14	129034	Galls Inc.	PD Uniforms and Boots	2,930.26	
11/14/14	5558087	12/4/14	129035	Public Safety Center	Gloves	163.32	
11/22/14	112214	12/4/14	129036	Walmart Busniess	Halloween Candy, PW Supplies	516.49	
11/10/14	35891	12/4/14	129037	Med-Tech Resources	Ebola Kits-FD	216.77	
11/17/14	502089	12/4/14	129038	USA Blue Book	Ferromagnetic Locator	884.30	
12/4/14	Dec-14	12/4/14	129039	Vision Service Plan	Vision Insurance	295.54	
10/31/14	13799230	12/4/14	129040	Landmark Community Newspapers	PW Help Wanted Ad	390.20	
11/12/14	28215	12/4/14	129041	Fire Protection Publications	Training Materials for FD	306.45	
12/1/14	315413800	12/4/14	129042	LN Curtis and Sons	Seal Kit	789.00	
10/31/14	21380	12/4/14	129043	Widner Michow & Cox	Legal Counsel and Litigation	3,134.99	
11/5/14	514021	12/4/14	129044	Wear Parts & Equipment	Snow Plow	752.48	
12/4/14	648827	12/4/14	129045	Aflac Insurance	Supplemental Insurance	286.50	
12/1/14	10347	12/4/14	129046	Allen Technology	Monthly IT Maintenance	3,420.00	
11/12/14	707991412	12/4/14	129047	YESCO	Sign Maintenance	80.00	
11/8/14	110814	12/4/14	129048	Sprint	Long Distance Fax Service	14.06	
11/7/14	398933	12/4/14	129049	Golder Associates	Water Plant Computer Upgrade	13,000.00	
10/31/14	9922414062	12/4/14	129050	Airgas USA LLC	Acetylene, Oxygen	60.87	
12/4/14	126854	12/4/14	129051	Air-O-Pure	Restroom at Shops	95.00	
11/18/14	CC020	12/4/14	129052	C Lazy Three	Books for VC Resale	170.00	
11/19/14	175194	12/4/14	129053	Symbol Arts	Badge for FD	535.00	

CASH FLOW  
CHECK LISTING

12/11/2014

10/1/14	2412	12/4/14	129054	Prospectors Run HOA	Snow Removal for Oct and Nov	1,600.00
11/16/14	9735569467	12/4/14	129055	Verizon Wireless	Internet for Water General	80.28
11/24/14	112414	12/4/14	129056	USA Communications	Internet for City Hall, FD and PW	681.82
9/26/14	D954186	12/4/14	129057	Accutest Mountain States	Water Testing	2,756.00
11/19/14	43582	12/4/14	129058	Peak Performance Imaging	Metered Copies	274.51
11/17/14	329123	12/4/14	129059	Whisper Bearing and Drives	Sander Parts	127.00
11/21/14	12531191	12/4/14	129060	Integra Telecom	Phone Service for City Hall	717.40
11/19/14	500954468	12/4/14	129061	Modular Space Corp.	PW Office	136.60
11/19/14	12093	12/4/14	129062	ROI Fire and Ballistics	Boots for FD	1,590.00
10/27/14	52815	12/4/14	129063	JVA Inc.	Nevada St Rock Wall	7,600.00
12/1/14	2332144937	12/4/14	129064	Waste Management System	Dumpster Rentals	115.51
11/13/14	255877	12/4/14	129065	Rex Oil	Fuel	4,302.41
11/6/14	512330	12/4/14	129066	Boral Aggregates	Sand and Salt	9,013.03
12/1/14	120114	12/4/14	129067	Liberty National	Life Insurance	116.50
11/27/14	1937208	12/4/14	129068	Western Paper Distributors	Bar Towels and Glass Cleaner	75.78
11/15/14	14388	12/4/14	129069	Chema Tox Laboratory	Blood Alcohol Testing	245.00
11/8/14	43446002	12/4/14	129070	De Lage Landen	Copier Lease	535.51
10/3/14	APP4	12/4/14	129071	Hammerlund Construction	Rock Slide	5,000.00
11/3/14	CC0004	12/4/14	129072	W2 Engineers	Source Water Collection	1,370.40
11/7/14	1510687	12/4/14	129073	Deere Credit Inc	Loader Payment	2,766.86
12/2/14	120214	12/4/14	129074	University of CO	Historic Survey	4,892.00
11/13/14	111314	12/4/14	129075	Collin Wassink	Flashlight	74.41
10/24/14	32229	12/4/14	129076	Alperstein & Covell PC	Water Legal Counsel	13,525.50
11/10/14	6512660700	12/4/14	129077	Colorado Barricade	Cones	246.00
12/2/14	3875	12/4/14	129078	Peak to Peak Electric	Disconnect Generator	200.00
11/10/14	83526	12/4/14	129079	Andax Industries	In Line Multi Manifold	642.50
11/20/14	2448	12/4/14	129080	Colorado Coach Transportation	Shuttle Service	35,929.62
11/14/14	Dec-14	12/4/14	129081	Assurant Benefits	Dental Insurance	3,787.85
11/20/14	4	12/4/14	129082	Tymco Inc.	Street Sweeper Lease	28,956.61
11/1/14	1101	12/4/14	129083	Economic Strategies	Work for Oct and Nov	1,333.32
8/20/14	SIGN005551	12/4/14	129084	All Traffic Solutions	Speed Sign-Insurance Reim.	6,585.00
12/1/14	120114	12/4/14	129085	John Blake	Christmas Tree	200.00
11/24/14	112414	12/4/14	129086	Maryann Block	Christmas Decorations	17.92
11/18/14	317222	12/4/14	129087	Novelty Lights, Inc.	Christmas Lights	278.47
11/26/14	5751183478	12/11/14	129088	Clear Creek Supply	Gloves	33.98
12/9/14	120914	12/11/14	129089	Fire and Police Pension Assoc.	2014 Volunteer Firefighter Pension	11,656.00
11/7/14	36168	12/11/14	129090	GCR Tires and Service	Tires for PD and PW	2,365.27
11/28/14	112814	12/11/14	129091	Gilpin County Arts Assoc.	Payroll for Arts	620.00
11/29/14	112914	12/11/14	129092	Home Depot	Christmas Decord	2,225.57
12/4/14	315302	12/11/14	129093	Napa Auto Parts	Oil Filters	68.14
11/24/14	60829	12/11/14	129094	O.J. Watson	PW Parts	24.17
12/4/14	1010761	12/11/14	129095	Office Stuff	File Folders	136.51
12/3/14	120314	12/11/14	129096	Xcel Energy	Electricity	12,189.72

CASH FLOW  
CHECK LISTING

12/11/2014

11/21/14	9601558563	12/11/14	129097	Grainger	Pleated Filters	175.92
11/26/14	52091	12/11/14	129098	J&S Contractors	Signs, Stands, Chain Link Fence	68.00
12/11/14	12114	12/11/14	129099	Zelda Carter	Books for VC Resale	120.00
12/11/14	21007R0022	12/11/14	129100	USDA Forest Service	Water Trans Pipeline	6,403.91
12/11/14	12114	12/11/14	129101	Travis Royce McLain	CDL Physical	120.00
9/2/14	49114	12/11/14	129102	One Way Inc	Residential Trash Service	5,260.20
12/3/14	120414	12/11/14	129103	Sprint	Long Distance Fax Service	19.10
12/7/14	4033	12/11/14	129104	Teryx	Password Reset/Phone Work for FD	32.50
12/11/14	126985	12/11/14	129105	Air-O-Pure	Restrooms at Reservoir	95.00
12/11/14	2414	12/11/14	129106	Prospectors Run HOA	Dec Snow Removal	800.00
11/26/14	444	12/11/14	129107	Mountain Tool and Feed	Filters	49.01
11/24/14	52912	12/11/14	129108	JVA Inc.	Stormwater Design	6,000.00
10/23/14	20006	12/11/14	129109	Central City BID	Marketing and Events	59,303.80
12/1/14	2338074937	12/11/14	129110	Waste Management System	Roll Off Dumpster	1,149.48
11/24/14	513639	12/11/14	129111	Boral Aggregates	Salt and Sand	4,947.58
11/7/14	1937208B	12/11/14	129112	Western Paper Distributors	Bar Towels, Paper Towels	96.15
11/5/14	375304	12/11/14	129113	Brody Chemical	Permapatch and Glass Cleaner	2,461.99
12/1/14	CC0005	12/11/14	129114	W2 Engineers	USDA Grant	3,326.73
12/8/14	101313247	12/11/14	129115	Praetorian Groun Inc.	Grant Writing for FD	1,125.00
Outstanding through ENB		56.00			<b>Total Issued:</b>	<b>321,188.40</b>
Outstanding through COB		321,188.40			Approved & Sent Checks:	12,785.08
					Clrd & Pending Approval:	37,462.94
					Voided Checks:	-
					<b>Total Pending Approval 12/16/14:</b>	<b>308,403.32</b>



**CITY OF CENTRAL  
CITY COUNCIL MEETING  
November 18, 2014**

**CALL TO ORDER**

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:00 p.m., in City Hall on December 2, 2014.

**ROLL CALL**

Present: Mayor Engels  
Alderman Spain  
Alderman Gaines  
Alderman Heider  
Alderman Voorhies

Absent: None

Staff Present: City Manager Miera  
City Clerk Bechtel  
Attorney McAskin  
Finance Director Flowers  
Public Services Director Griffith  
Police Chief Krelle  
Fire Chief Allen

The Pledge of Allegiance was recited by all present.

**ADDITIONS AND/OR AMENDMENTS TO THE AGENDA**

Mayor Engels added the appointment of a Council Member to the Main Street Steering Committee.

**CONFLICTS OF INTEREST**

No Council Member disclosed a conflict regarding any item on the agenda.

**CONSENT AGENDA**

Alderman Gaines moved to approve the consent agenda containing a Cash Flow Update to November 26, 2014; and the City Council minutes for the meeting on November 18, 2014. Alderman Spain seconded, and without discussion, the motion carried unanimously.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

No one requested time to address the Council.

**PUBLIC HEARING**

Resolution No. 14-20: *A resolution of the City Council of the City of Central adopting and appropriating the 2015 Budget, adopting the Capital Improvement Plan, and setting a Property Tax Mill Levy and approving the Central City BID 2015 Operating Plan and Budget.*

Finance Director Flowers gave the background as follows: over the course of the past few months City Council and staff have developed the 2015 Budget. As required by State law and City Charter,

staff formally presented Council with the proposed budget at the October 14<sup>th</sup> meeting. Notice of the 2015 Budget process was subsequently published in the Weekly Register Call and stated that final adoption would occur on December 2, 2014.

Resolution 14-20 officially adopts the 2015 Budget and appropriates funding for the expenditures from the funds indicated, adopts the Capital Improvement Plan, sets the City's property tax mill levy at 9.631 mills, and approves the Central City Business Improvement District's 2015 Operating Plan and Budget.

In accordance with Article X, Section 10.6 of the City Charter, a Public Hearing is being held on December 2, 2014 prior to adoption of Resolution 14-20. Should any changes and/or amendments become necessary due to findings from either the public hearing or Council's wishes, those changes will be incorporated into the final adopted 2015 Budget document.

While the 2015 budget is being presented as a final version, changes to the Budget can be made by adopting the Budget as amended. Any changes will be incorporated into the final Budget document. The City will be meeting both the City Charter and statutory requirements by holding a Public Hearing and adopting the 2015 Budget by December 15, 2014.

Mayor Engels opened the public hearing at 7:05 p.m. and invited comment.

Jack Hidahl, 206 East 3<sup>rd</sup> High, offered suggestions for the budget in 2015 to include: a public hearing prior to the final adoption so staff can include any changes; policies set by Council that direct staff; continued support of the water fund from the general fund to take the burden off the users; and using the Historic Preservation Fund to cure the "broken window syndrome" instead of for catastrophic events.

With no additional comments offered, Mayor Engels closed the public hearing at 7:15 p.m.

Alderman Heider moved to approve Resolution No. 14-20: A resolution of the City Council of the City of Central adopting and appropriating the 2015 Budget as amended, adopting the Capital Improvement Plan, and setting a Property Tax Mill Levy and approving the Central City BID 2015 Operating Plan and Budget. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

#### **ACTION ITEMS: NEW BUSINESS**

Ordinance No. 14-08: *An ordinance of the City Council of the City of Central amending Article V of Chapter 6 of the Central City Municipal Code regarding Gaming Device Fees.*

Finance Director Flowers explained that in 2011, the City Council approved Ordinance 11-16 to impose a marketing device fee in the amount of \$5.00 per month per device in order to fund advertising and marketing costs incurred by the CCBID. In 2012, the City Council approved Ordinance 12-12 that extended the same marketing device fee for calendar year 2013. In 2013, the City Council approved Ordinance 13-17 that extended the marketing device fee for calendar year 2014, with the ability to vary or adjust the marketing fee up to \$7 per device per month.

The "adjustable" marketing device fee approved in 2013 via Ordinance 13-17 is set to expire on December 31, 2014, unless Council approves an extension of the marketing device fee. Ordinance 14-08 extends the marketing device fee through calendar year 2015.

The amount of the monthly device fee will be determined by the current number of devices within the City and the total projected amount needed by the CCBID to cover marketing expenses. The CCBID and the City Manager/Finance Director will establish a maximum budget amount that will be used in conjunction with the monthly device count to ensure that the appropriate amount is collected through the adjustable marketing device fees.

Currently, the adopted 2015 Budget allocates a total of \$154,283 for CCBID marketing and events. This is the amount that is projected to be collected from marketing related device fee collections during the year.

Alderman Voorhies clarified that this is a pass through not an expense or revenue to the City.

Alderman Voorhies moved to adopt Ordinance No. 14-08: An ordinance of the City Council of the City of Central amending Article V of Chapter 6 of the Central City Municipal Code regarding Gaming Device Fees. Alderman Heider seconded, and without discussion, the motion carried unanimously.

#### Council Appointment to Main Street Steering Committee

Alderman Gaines moved to appoint Alderman Voorhies as the Council Representative to the Main Street Steering Committee. Alderman Spain seconded, and without discussion, the motion carried unanimously.

#### **STAFF UPDATES**

Staff updates were provided at the work session.

#### **COUNCIL COMMENTS**

Alderman Voorhies noted that the Parkway lights are back on and thanked Public Services Director Griffith for the Christmas tree and holiday decorations which look great.

#### **PUBLICFORUM/AUDIENCEPARTICIPATION**

Brad Snedeker, Longmont, Colorado, had questions regarding transparency of the budget, snow gates, and the role of the BID regarding device fees for marketing.

Jack Hidahl, 206 E 3<sup>rd</sup> High, commended the response from City employees when the vacant house next door had a broken water line. Mr. Hidahl also offered copies of a book for the Visitor Center. Mayor Engels directed staff to have copies available for sale at the Visitor Center.

Kathleen Ashbaugh, 440 Spring Street, questioned the need to spend money for snow gates that will have minimal use and asked how the community would know if the Parkway is closed.

At 7:35 p.m., Mayor Engels adjourned the meeting.

The next Council meeting is scheduled for December 16, 2014 at 7:00 p.m.

---

Ronald E. Engels, Mayor

---

Reba Bechtel, City Clerk





## AGENDA ITEM #7

### CITY COUNCIL COMMUNICATION FORM

---

**FROM:** Shannon Flowers, Finance Director

**DATE:** December 2, 2014

**ITEM:** Ordinance 14-08 An Ordinance of the City Council of the City of Central Colorado Amending Article V of Chapter 6 of the Central City Municipal Code Regarding Gaming Device Fees

**NEXT STEP:** Hold a public hearing of Ordinance and make a motion to adopt Ordinance 14-08.

---

ORDINANCE  
 MOTION  
 INFORMATION

---

- I. **REQUEST OR ISSUE:** In 2011, the City Council approved Ordinance 11-16 to impose a marketing device fee in the amount of \$5.00 per month per device in order to fund advertising and marketing costs incurred by the CCBID. In 2012, the City Council approved Ordinance 12-12 that extended the same marketing device fee for calendar year 2013. In 2013, the City Council approved Ordinance 13-17 that extended the marketing device fee for calendar year 2014, with the ability to vary or adjust the marketing fee up to \$7 per device per month.

The "adjustable" marketing device fee approved in 2013 via Ordinance 13-17 is set to expire on December 31, 2014, unless Council approves an extension of the marketing device fee. Ordinance 14-08 (attached hereto) extends the marketing device fee through calendar year 2015.

First reading was held on December 2, 2014.

- II. **RECOMMENDED ACTION / NEXT STEP:** Hold a public hearing on Ordinance No. 14-08 and make a motion to adopt same.

III. **FISCAL IMPACTS:** The amount of the monthly device fee will be determined by the current number of devices within the City and the total projected amount needed by the CCBID to cover marketing expenses. The CCBID and the City Manager/Finance Director will establish a maximum budget amount that will be used in conjunction with the monthly device count to ensure that the appropriate amount is collected through the adjustable marketing device fees.

Currently, the adopted 2015 Budget allocates a total of \$154,283 for CCBID marketing and events. This is the amount that is projected to be collected from marketing related device fee collections during the year.

IV. **BACKGROUND INFORMATION:** Please see Section I, above, and Ordinance No. 14-08, a copy of which is attached to this Communication Form.

V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

- (1) Adopt Ordinance No. 14-08 on second reading, as it may or may not be amended;
- (2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for second reading; or
- (3) Reject or deny the Ordinance.

**CITY OF CENTRAL, COLORADO  
ORDINANCE 14-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL  
COLORADO AMENDING ARTICLE V OF CHAPTER 6 OF THE CENTRAL  
CITY MUNICIPAL CODE REGARDING GAMING DEVICE FEES**

WHEREAS, the City of Central is a home rule municipality that is authorized, pursuant to its Home Rule Charter, the Colorado Constitution and state law, to adopt ordinances in furtherance of the health, safety and welfare of the City's inhabitants; and

WHEREAS, the City previously adopted license fees and gaming device fees on gaming devices, as codified in Article V of Chapter 6 of the Central City Municipal Code; and

WHEREAS, the City currently imposes and collects a monthly gaming device fee in the amount of \$22.08 per month to fund transportation improvements, including facilities and improvements necessary to provide public transportation services within the City; and

WHEREAS, as authorized by Ordinance 11-16 (the "Prior Ordinance"), the City also imposes and collects a monthly gaming device fee (the "Marketing Fee") in order to fund certain advertising and marketing costs incurred by the Central City Business Improvement District (the "CCBID"); and

WHEREAS, the Marketing Fee was extended for calendar year 2013 by Ordinance 12-12; and

WHEREAS, the Marketing Fee was extended for calendar year 2014 by Ordinance 13-17; and

WHEREAS, the Marketing Fee, as extended by Ordinance 13-17, is scheduled to expire on December 31, 2014; and

WHEREAS, as set forth in the Prior Ordinance, the City Council may approve an extension of the Marketing Fee by Ordinance; and

WHEREAS, City Council desires to extend the Marketing Fee in order to fund the continuation of CCBID advertising and marketing efforts during calendar 2015; and

WHEREAS, the City Council desires to stipulate that the Marketing Fee will fluctuate from a base of \$5.00 per month per device to a maximum of no more than \$7.00 per month per device in order to ensure that sufficient revenues will be raised to pay for the CCBID advertising and marketing efforts; and

WHEREAS, the primary beneficiaries of the CCBID marketing efforts will be the casinos located within the boundaries of the authorized gaming areas of the City; and

WHEREAS, the casinos have approached the City and the CCBID and have committed to continuing to pay an increased monthly gaming device fee in the amount of \$27.08 per month, representing an increase of \$5.00 per device per month to be allocated to the City's costs associated with the planned advertising and marketing efforts of the City; and

WHEREAS, the City Council desires to amend the gaming device regulations in order to recognize the new voluntary marketing contribution.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:**

**Section 1.** Article V of Chapter 6 of the Central City Municipal Code is hereby amended to amend Section 6-5-40 to read in full as follows:

**Sec. 6-5-40. Device fee imposed.**

(a) In addition to, and separate and apart from, the license fee imposed under this Article, each gaming establishment shall be required to pay a monthly device fee for each gaming device operated within a gaming establishment. The purposes of the device fee are: (1) to assist the City in paying costs for transportation services and improvements that are necessary and are a result of and roughly proportionate to the impacts on the City of limited gaming; and (2) to assist the City in funding certain marketing and advertising costs in calendar year 2015 that are related to promoting the limited gaming industry. The monthly device fee is directly related to the need for increased transportation services and improvements necessary to serve the customers, employees and users of gaming establishments, the need for advertising and marketing efforts to promote the limited gaming industry within the City, and will provide a significant and proportional benefit to such businesses.

(b) That portion of the device fee allocated to transportation improvements (the "Transportation Fee") shall be twenty-two dollars and eight cents (\$22.08) per month for each gaming device. In order to ensure sufficient revenue collections, that portion of the device fee allocated to advertising and marketing expenses (the "Marketing Fee") shall be adjustable based upon the number of gaming devices in operation and the amount of revenue needed. The base Marketing Fee shall be five dollars (\$5.00) per month for each gaming device and the maximum Marketing Fee shall be seven dollars (\$7.00) per month for each gaming device. The adjustable Marketing Fee for each gaming device shall be effective through December 31, 2015, unless an extension of the same is approved by ordinance of City Council. If no extension of the Marketing Fee is approved by City Council, the device fee shall be reduced to twenty-two dollars and eight cents (\$22.08) commencing January 1, 2016.

(1) Revenues collected from imposition of the Transportation Fee shall be used exclusively for transportation services and improvements primarily serving or benefitting the gaming areas, and shall not be used for general operating expenses of the City.

(2) Revenues collected from imposition of the Marketing Fee shall be used exclusively to defray the costs of advertising and marketing that are expected to be provided pursuant to an intergovernmental agreement between the City and the Central City Business Improvement District (“CCBID”), and shall not be used for general operating expenses of the City.

(3) The amount of the Marketing Fee shall be determined each month by the City Manager based upon the current number of gaming devices in the City and the expected amounts of the costs of advertising and marketing for 2015.

(c) Notwithstanding the foregoing requirement to pay a monthly device fee to assist the City with providing transportation services and improvements and funding advertising and marketing expenses, the City Council is authorized to establish incentive programs wherein such device fee may be temporarily waived or reduced on such terms and conditions as set forth by resolution of City Council.

(d) All revenues collected by the City from the Marketing Fee may be remitted to the CCBID or paid to the CCBID’s contractors pursuant to the terms of an intergovernmental agreement by and between the City and the CCBID, which agreement shall memorialize the advertising and marketing efforts to be provided by the CCBID, or shall otherwise be appropriated and spent by the City as approved by City Council.

**Section 2. Codification Amendments.** The codifier of Central City’s Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.

**Section 3. Severability.** Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

**Section 4. Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 5. Effective Date.** This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

**INTRODUCED AND READ** by title only on first reading at the regular meeting of the City Council of the City of Central on the 2<sup>nd</sup> day of December, 2014, at Central City, Colorado.

**CITY OF CENTRAL, COLORADO**

---

Ronald E. Engels, Mayor

Approved as to form:

---

Marcus McAskin, City Attorney

ATTEST:

---

Reba Bechtel, City Clerk

**PASSED AND ADOPTED** on second reading, at the regular meeting of the City Council of the City of Central on the 16<sup>th</sup> day of December, 2014.

**CITY OF CENTRAL, COLORADO**

---

Ronald E. Engels, Mayor

ATTEST:

---

Reba Bechtel, City Clerk

**POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY** in the Weekly Register Call newspaper on December 4, 2014.

**POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING]** in the Weekly Register Call newspaper on December 18, 2014.

**CITY OF CENTRAL, COLORADO**

---

Ronald E. Engels, Mayor

**ATTEST:**

---

Reba Bechtel City Clerk

**ATTEST:**

---

Reba Bechtel City Clerk



**Lisa R. Leben**  
**108 Casey Avenue**  
**Central City, CO 80427**



December 10, 2014

City of Central  
Attn: Reba Bechtel, City Clerk  
P.O. Box 249  
Central City, CO 80427

Re: Planning Commission vacancy

Dear Ms. Bechtel,

I am submitting this letter to express my interest in filling the vacancy created on the Central City Planning Commission by the recent elections. I have served as an Alternate on the Planning Commission since April of this year.

I've enjoyed attending the PC meetings over the past few months and look forward to continuing the efforts on the Comprehensive Plan update and other land use projects. I have also offered to serve on the Steering Committee to study the potential benefits associated with reestablishing city support for a Colorado Main Street® program, if one is created.

I respectfully request you submit this letter to the Mayor and City Council for their consideration in filling the vacancy. If you have any questions, please feel free to contact me at 303-249-1895.

Thank you for your time and assistance.

Sincerely,

*Lisa*



Mayor Ron Engels

Central City Council and Staff

November 24, 2014

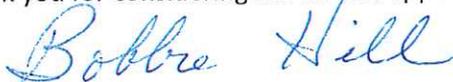
I would like to be appointed to the Central City Planning Commission for one of the upcoming vacancies. I have a high interest in the Historic Preservation of the city's face as well as the encouraging of new business, both in the downtown area as well as the "off Main Street" land use for business and infrastructure zoning and development.

I have been a professional musician for over 50 years. I came to Denver in 1973 after winning an audition for position as violist in the Colorado Symphony where I served for 40 years. As a young adult, I came to Central occasionally for entertainment. I also played in the Central City Opera Orchestra for 3 years in the summers of 1989, 90 and 91. I lived in Central City these summers as Central was struggling before gaming and as the new industry gave life and energy to the town over the next two years.

I bought a house in Central in June of 2011 as I was preparing to retire from full time work and setting up the "rest of my life" as a retired person. I have continued to teach violin classes in 3 elementary schools in Denver. I have also now worked for 3 years as an assistant to Gary Haarbye in the Gilpin school music program to work with the string students who play in the band. When I made the decision to run for City Council and went through the process of campaigning, I realized that my retirement could also involve community service in addition to hiking and teaching music.

While it is disheartening to see the decline of the financial support of gaming over the 20 years in spite of efforts to rejuvenate it, I can't accept that we don't have a strong financial future as a community. As the proposed 2015 City Budget starts a formal Capital Improvement Fund, it becomes acutely important to have a Comprehensive Plan of Development to help the direction of the City in a way that is thoughtful and fully considered for all types of future business. An exciting Plan should help form a basis for attracting viable financial investment. I would like to be a part of that process of researching and advising as we move forward.

Thank you for considering me for this appointment.



Bobbie Hill (303-399-2644)

132 Casey Street

Central City, CO 80427



*Mary E Bell  
115 Main Street  
Central City, CO 80427*

December 8, 2014

RE: Planning Commission City of Central

To Whom It May Concern,

I would like to apply for the above referenced position. Though I have lived in Central City less than a year I feel that I would bring new ideas and support to this commission. My background is well diversified in the area of remodeling and full construction of residential and commercial properties. My forte' was the remodeling of 1930's homes back to their "Craftsman Style" of that period. I owned BellReed Designs and Construction Company in Houston for 18 years before choosing to retire to Central City and pursue my art. In the past, I was appointed Executive Vice President over the Armitrage group in Pennsylvania, I was in charge of the property acquired by Armitrage on the east coast. It was my job to review each property and work with contractors in various cities to remodel and sell properties that were not profitable and deciding which to keep and finding a profitable way to use them. I did this for over 13 years before I chose to pursue my own business.

I would like to help in the planning of the future of the beautiful city. Please accept this letter as my application for the Planning Commission position for the City of Central.

Sincerely,

Mary E. Bell  
Mountain Goat Gallery



Alison D. Hickok  
340 Lawrence Street POB 631  
Central City, CO 80427  
303-582-3268  
[909tsp@gmail.com](mailto:909tsp@gmail.com)

City of Central  
141 Nevada Street  
Central City, CO 80427

December 10, 2014

RE: Central City Planning Commission

Dear Central City,

This letter is to notify the City of my interest in the vacant seat or alternate seat for the City Planning Commission.

I moved to Central City and purchased my home on Lawrence Street in August of 2013. I recently completed a 6 month seasonal appointment with Golden Gate Canyon State Park this fall. I am an employee with Gilpin County Human Services providing transporting, a part time/on call position I have maintained since I moved to Central City. I was honored this past election to serve on the election committee for Gilpin County.

My professional career background is in Civil Engineering, Professional Land Surveying and Eminent Domain Real Estate. I started this career path in 1978 working for private civil engineering firms, Mesa County, Colorado, Bureau of Land Management, US Forest Service and the Colorado Department of Transportation. My last project was completed in 2011, working as the acquisition agent for the Silver Dollar Metro District and the Colorado Department of Transportation on the State Highway 119 project south of Main Street in Black Hawk, Colorado.

An opportunity to serve on the planning commission might give me a chance to share my knowledge and skills to Central City and to learn about the city I live in.

Please feel free to contact me should you have any questions or concerns with my interest. I am more than happy to supply anything needed in consideration for the planning commission seat.

Thank you for your time in consideration.

Sincerely,

Alison D. Hickok



November 25, 2014

Dear Reba,

I am writing to express my interest in the open position on Central City's Historic Preservation Commission.

I have worked for Gilpin History for nine years, the past five as director. I have a B.A. and M.A. in history from the University of Colorado at Denver, and a Ph.D. in history from the University of Colorado at Boulder. The minor field for my Master's degree was Public History, which includes historic preservation. I am also the author of several articles and a book on Central City and Gilpin County history.

I am familiar with the HPC Design Guidelines, having reviewed them extensively when applying for grants for Gilpin History's properties over the past five years. I am also very familiar with Central City's history and its buildings, having visited the town since I was a child and having conducted many tours of the town and buildings over the last nine years.

Thank you for your consideration of my application, and I look forward to hearing from you.

Sincerely,



David Forsyth  
3025 S. Yates St.  
Denver, CO 80236

dave103177@yahoo.com

303-908-3634



City of Central  
P.O. Box 249  
141 Nevada St  
Central City, Co 80427

To: Whom it may concern,

This letter is to serve as "Letter of Intent" for appointment consideration to the Central City Historic Preservation Commission.

While serving the last 4 years I have an appreciation for the City staff, and the citizens of Central City in adhering to our Historic Preservation efforts. I found this to be challenging and rewarding. It's challenging to preserve historic buildings while still trying to adhere to today's building standards, and the financial impact on the citizens. Rewarding to see the citizens and the commission working together to keep our historic District alive and well. I love this city and want to keep our historic past, while realizing that moving forward is necessary too. I believe that both can be achieved, I would appreciate the opportunity to continue to serve toward this goal.

It would be my privilege to serve another 4 years on this important commission.

Deborah L. Wray  
P.O. Box 133  
706 Martin Dr  
Central City, Co 80427  
Home: 303-841-6981  
Cell: 303-503-8658  
Email: debo51@msn.com



*Mary E Bell  
115 Main Street  
Central City, CO 80427*

December 8, 2014

**RE: Historic Preservation Commission Position**

**To Whom It May Concern,**

I would like to apply for the above referenced position. Though I have lived in Central City less than a year I feel that I would bring new ideas and support to this commission. My background is well diversified in the area of remodeling and full construction of residential and commercial properties. My forte' was the remodeling of 1930's homes back to their "Craftsman Style" of that period. I owned BellReed Designs and Construction Company in Houston for 18 years before choosing to retire to Central City and pursue my art. In the past, I was appointed Executive Vice President over the Armitrage group in Pennsylvania, I was in charge of the property acquired by Armitrage on the east coast. It was my job to review each property and work with contractors in various cities to remodel and sell properties that were not profitable and deciding which to keep and finding a profitable way to use them. I did this for over 13 years before I chose to pursue my own business.

I know that I can bring many new ideas and keep the Historic preservation of this beautiful city. Please accept this letter as my application for the Historic Preservation Commission position.

Sincerely,

Mary E. Bell  
Mountain Goat Gallery



P.O. Box 7  
101 H Street  
Central City, CO  
80427-0007  
November 11, 2014

Reba Bechtel, Central City Clerk  
P.O. Box 249  
Central City, CO 80427-0249

Dear Reba:

This letter is in answer to your email of November 11, 2014 announcing the end of my term as an alternate for the Central City Historic Preservation Commission.

I wish to continue on this Advisory Board as an alternate until there is a full member position. I have served the past year and have a great interest in the future development of our Historic Mountain City

It is very important to have interested and committed citizens serve on this Advisory Committee who have lived in this community before it entered the era of 'gaming' and have witnessed its development and growth since the completion of the Central City Parkway.

I hope the Council will seriously consider my reappointment. Thank you for this consideration.

Sincerely,

  
Barbara J. Thielemann



# Agenda Item #10

## CITY OF CENTRAL, COLORADO RESOLUTION NO. 14-21

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING THE AGREEMENT BY AND BETWEEN THE CITY OF CENTRAL AND COLORADO COACH TRANSPORTATION, LLC FOR THE OPERATION OF A TRANSPORTATION SHUTTLE SERVICE**

WHEREAS, the City of Central is authorized to enter into contracts for lawful purposes for the protection of the health, safety, and welfare; and

WHEREAS, the City and Colorado Coach Transportation, LLC (the "Contractor") previously entered into an agreement for the operation of a transportation shuttle service dated December 21, 2010 (the "Prior Agreement"), for the operation of the transportation shuttle service as more particularly described the Prior Agreement; and

WHEREAS, the City assigned the Prior Agreement to the Central City Business Improvement District ("CCBID"); and

WHEREAS, by separate agreement by and between the CCBID and the Contractor entered into following the date of assignment and following the termination of the Prior Agreement, the CCBID currently manages and oversees the services provided by the Contractor under such separate agreement; and

WHEREAS, the agreement by and between the CCBID and the Contractor is scheduled to terminate on December 31, 2014; and

WHEREAS, the City desires to resume management and control of the transportation shuttle service on January 1, 2015; and

WHEREAS, the City desires to enter into a new agreement with the Contractor, which agreement will be effective on January 1, 2015, and will extend through December 31, 2015; and

WHEREAS, the Contractor desires to provide the transportation shuttle services during calendar year 2015 in accordance with the terms and conditions of that certain agreement for the operation of a transportation shuttle service, a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference (the "Agreement"); and

WHEREAS, as more particularly set forth in the Agreement, the compensation to be paid to the Contractor for the provision of the transportation shuttle services in calendar year 2015 is Three Hundred and Ten Thousand Dollars (\$310,000.00),

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF CENTRAL, COLORADO, THAT:**

**Section 1.** The City Council hereby approves the Agreement attached to this Resolution as **Exhibit 1**, authorizes the City Manager, in consultation with the City Attorney, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the City, and authorizes the Mayor to execute the Agreement on behalf of the City.

**Section 2. Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS \_\_\_ DAY OF DECEMBER, 2014.

**CITY OF CENTRAL, COLORADO**

By: \_\_\_\_\_  
Ronald E. Engels, Mayor

**ATTEST:**

**APPROVED TO FORM:**

By: \_\_\_\_\_  
Reba Bechtel City Clerk

By: \_\_\_\_\_  
Marcus A. McAskin, City Attorney

Resolution Exhibits:

**Exhibit 1** – Agreement for Transportation Shuttle Service  
(Colorado Coach Transportation, LLC)

**AGREEMENT BY AND BETWEEN THE CITY OF CENTRAL AND COLORADO  
COACH TRANSPORTATION, LLC FOR THE OPERATION OF A  
TRANSPORTATION SHUTTLE SERVICE**

This Agreement is entered into this \_\_\_\_ day of December, 2014 by and between the City of Central, a home rule municipal corporation of the State of Colorado (the “City”) and Colorado Coach Transportation, LLC, a Colorado limited liability company in good standing in the State of Colorado (the “Contractor”) (together, the “Parties”).

WHEREAS, the City desires to contract with the Contractor to operate the City’s transportation shuttle system, and

WHEREAS, Contractor has the technical expertise necessary to manage and operate the City’s transportation system.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

**1. Term / Termination.**

1.1. Term. This Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015, unless sooner terminated as set forth below. The City and the Contractor may agree to extend this Agreement for two (2) additional one (1) year periods with each extension to be exercised on an annual basis at the discretion of the City and the Contractor. City and Contractor will annually renegotiate the cost of these services. Failure to achieve cost reconciliation in any given year will result in termination of the Agreement.

1.2. Termination. Either party hereto has the right to terminate this Agreement at any time, with or without cause, and without further liability, upon ninety (90) days prior, written notice to the other party. The City may also terminate the Agreement, upon two (2) weeks prior, written notice, if the necessary funding is not available due to budget constraints.

**2. Scope of Work.**

In accordance with federal and state law, and the standards set forth herein, Contractor shall provide transportation service to the general public.

2.1. Scope. Contractor’s Scope of Work shall be referred to as “**Exhibit A,**” which is attached hereto and by this reference incorporated herein. The services described in **Exhibit A,** together with the terms set forth in this Agreement, shall constitute all of the work to be provided by Contractor under the terms of this Agreement and shall be hereinafter referred to as the “Services”. Contractor and City specifically contemplate that Contractor shall strictly abide by the terms and conditions set forth in **Exhibit A.**

2.2. General Public. In accordance with the work set forth in **Exhibit A,** Services shall be available to the general public. The Services may be operated on a modified fixed route

with checkpoint deviation to provide equivalent service as required under the Americans with Disabilities Act of 1990 ("ADA").

2.3. Compliance Requirements. Contractor will provide Services subject to the requirements of the ADA and the drug and alcohol program requirements of 49 C.F.R. Parts 40 and 655.

### 3. Compensation.

3.1. Rates. The rates for the term of this Agreement are based on the monthly, flat rates provided by the Contractor and accepted by the City as shown in **Exhibit B**.

3.2. Invoices. Contractor shall invoice the City on a monthly basis for the Services provided. Contractor shall submit invoices to City by the 5<sup>th</sup> day of the month for the previous month's service.

3.3. Payment Terms. City shall pay Contractor within thirty (30) days of receipt of Contractor's Invoice.

3.3.1. Disputed Invoices. In the event City disputes any portion of Contractor's invoice, City shall notify Contractor in writing within fourteen (14) days of receipt of Contractor's invoice. City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Contractor's invoice.

3.3.2. Dispute Resolution. Contractor and City shall meet within fourteen (14) days of Contractor's receipt of City's notice of disputed invoice to negotiate a resolution to the dispute.

### 4. Service Requirements.

4.1. Reporting. Contractor shall report to City monthly the following statistics: Total hours; total miles; accidents; threatened litigation or claims; and number of passengers transported on a daily basis (the "Monthly Report").

4.2. Fares. It is currently contemplated by the City that the Service shall be operated free of charge to the public using such Service. Contractor shall not collect any money or fare from passengers unless specifically authorized in writing by the City Manager.

4.3. Changes in Service. Upon City's reasonable request and advance written notice of no less than two (2) weeks, Contractor shall make modification to routes and schedules, subject to a corresponding increase or decrease in compensation as determined by the Parties.

4.4. Driver Documents and Inspection. Contractor will have on file and to the extent permitted by law shall, upon request, make available to City the following documentation for each driver retained to perform services under this Agreement:

4.4.1. Proof of valid driver's license;

4.4.2. Current Department of Motor vehicle record report; and

4.4.3. Audit testing record to verify compliance with FTA Drug and Alcohol Testing.

4.5. Establishment of City Business Office. During the Term of this Agreement, the City may make an office and work space available to Contractor in City Hall, located at 141 Nevada Street. If the City makes such space available, the Parties shall enter into a lease agreement which shall commence on the effective date of the lease and terminate on December 31, 2015 at the rate of one dollar (\$1.00) per month. The lease shall stipulate that Contractor is required to carry renter's insurance to insure any and all personal property of Contractor. The main purpose of the lease shall be to establish Contractor's primary business office within the City for all services provided to the City under this Agreement.

## 5. Accident and Incident Reporting.

5.1. Reporting Accidents and Incidents. Contractor shall report all accidents and incidents involving or resulting from its Services by providing City, a copy of the incident/accident report(s) submitted by drivers to Contractor, or through other mutually acceptable forms. Contractor shall require any driver involved in any incident or accident while engaged in the Services to provide a report of such incident or accident to Contractor. For purposes of this Agreement, "accident" means vehicle damage (excluding purely mechanical failure) that requires towing from the scene, and/or damage resulting in law enforcement agencies responding to the scene. For purposes of this Agreement, "incident" refers to injuries to and/or complaints from passengers or others related to the Services, whether in connection with an accident or not.

5.2. Law Enforcement Reports from Contractor. Contractor shall request a copy of any incident or accident report arising from the Services that are prepared by law enforcement officers. Contractor shall promptly provide City with a copy of all reports regarding Contractor's incidents or accidents in which a vehicle is involved. Such reports shall be submitted to City within twenty-four (24) hours of Contractor's receipt of the report.

5.3. Contractor Internal Reports. Copies of incident and accident reports involving vehicles, drivers, and/or passengers arising from the Services, prepared by the Contractor, shall be provided to City within twenty-four (24) hours of Contractor's preparation or receipt of the report.

## 6. Liability and Indemnification.

6.1. Intent. It is not the intent of either party to incur liability for the negligent operations, acts, or omissions of the other party or its agents or employees. Rather, as set forth hereinafter, each of the parties hereto assumes full responsibility for the negligent operations, acts, and omissions of its own employees, agents, contractors, and licensees, and each party

hereto seeks indemnification only against the negligent operation, acts, and omissions of the employees, agents or contractors of the other party.

6.2. Contractor. Contractor agrees and acknowledges that it is responsible for any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including, without limitation, reasonable attorney's fees, paid or incurred as the result of or in connection with (i) any breach by Contractor, its agents, subcontractors, employees, or licensees, of any covenant or condition of this Agreement, or (ii) the carelessness, negligence, recklessness, or improper conduct of Contractor, its agents, subcontractors, employees, or licensees. To the full extent allowed by law, if any action or proceeding is brought against City, by reason of any such claim, upon written notice from City, Contractor shall, at its own expense, resist or defend such action or proceeding with counsel approved by City in writing and Contractor shall indemnify and hold harmless the City from and against any such claim or judgment resulting therefrom.

## 7. Insurance.

7.1. Forms and Amounts. Contractor shall carry insurance, and provide written proof thereof to City, in the following minimum amounts:

7.1.1. Workers' Compensation. Contractor shall provide workers' compensation insurance or shall undertake a program of self-insurance pursuant to the laws of the State of Colorado.

7.1.2. Comprehensive General Liability. Contractor shall maintain coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and property damage liability. Such liability shall contain provision insuring the contractual liability.

7.1.3. Automobile. Contractor shall maintain a Comprehensive Automobile Insurance Policy written on an occurrence basis, in a form and substance reasonably acceptable to the City. The Comprehensive Automobile Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles. The Comprehensive Automobile Insurance Policy must be written with a combined single limit of liability for not less than One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and/or property damage.

7.2. Additional Insured. All Contractors' insurance policies required or provided for by this Agreement shall name the City, its elected officers, and its employees as additional insureds, subject to authorization from the Contractor's insurance company. Contractor will provide the City with documentation of proof of all policies and coverages required by Section 7.1 of this Agreement.

7.3. Primary. The insurance policies required by the terms of this Agreement shall be primary in relation to any other insurance that may apply, for Services performed by or on behalf of Contractor.

7.4. Cancellation & Notice. Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall so notify City in writing at least thirty (30) days in advance of such cancellation or expiration. The certificates of insurance for the above-described policies shall include at least a thirty (30) day notice of cancellation clause.

**8. Additional Terms and Conditions.**

8.1. Limitation of Funding. Service is contingent upon funds available to and appropriated by City at its sole discretion. In the event that funding is eliminated or decreased, City reserves the right to terminate or modify this Agreement accordingly.

8.2. Independent Contractor. In performing all services under this Agreement, Contractor shall act at all times as an independent contractor. Nothing contained in this Agreement shall be construed or applied to create the relationship of principal and agent, or of employer and employee, between Contractor and City. Employees of Contractor shall not under any circumstances be considered employees of City.

8.3. Subcontracts. Contractor shall not enter into subcontracts for the performance of the duties and responsibilities of the Contractor identified in **Exhibit A** without the prior written consent of City.

8.4. Assignment of Interests. Neither this Agreement nor any interest herein shall be assigned or transferred by Contractor without authorization in writing by the City provided that Contractor may hire, retain and contract with owner-operators consistent with PUC rules and this Agreement. Such consent shall not release Contractor from its liability for the performance of the obligations of this agreement unless otherwise specifically agreed in writing.

8.5. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incident of fire, flood, or strike; acts of God; acts of the federal or state Government; war or civil disorder; violence or the threat thereof; commandeering of material, products, plants, or facility by the Federal or state government; or national or local fuel shortage. Performance shall be excused when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the party not performing.

8.6. Audit. The records, books, documents, data, and accounting and operating procedures as related specifically to the performance of this Agreement are subject to audit and examination by the City and its representatives and the State of Colorado for three (3) years from the date of final payment under this Agreement. Such audit shall be conducted after reasonable notice to Contractor and at Contractor's account center in Colorado where such records shall be maintained.

8.7. Severability. If any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the

legality of the remaining provisions of the Agreement; and each provision of the Agreement shall be and is deemed to be separate and severable from each other provision.

8.8. Modification. Any provision of this Agreement may be modified, changed, altered or deleted upon written agreement between the City and Contractor.

8.9. Disputes. Disputes arising out of this Agreement between City and/or Contractor shall first be taken to the chief executive officers of the parties to this Agreement for the purpose of attempting in good faith to resolve the dispute. If the parties are not able to resolve the dispute, they shall each have the right to pursue all remedies permitted by law. In the event either party retains the services of an attorney to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses.

8.10. Jurisdiction and Venue. This Agreement and all documents associated with this Agreement shall be construed and interpreted in accordance with the law of the State of Colorado. City and Contractor hereby consent and submit to the exclusive jurisdiction of the Gilpin County District Court of the State of Colorado for adjudication of any suit, right or cause of action arising under or in connection with this Agreement.

8.11. Notices. Any notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

City: City of Central  
Attn: City Manager  
P.O. Box 249  
Central City, Colorado 80427

cc: Widner Michow & Cox LLP  
Attn: Marcus McAskin  
13133 E. Arapahoe Road, Suite 100  
Centennial, CO 80112

Contractor: Colorado Coach Transportation, LLC  
P.O. Box 361  
Black Hawk, Colorado 80422

cc: Charles Kimball  
Kimball & Nespor, P.C.  
5400 Ward Road, Building III, Suite 150  
Arvada, CO 80002

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

8.12 Illegal Alien Workers. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of this Agreement by Contractor shall constitute a certification by Contractor that it does not knowingly employ or contract with any illegal alien and that Contractor has participated or attempted to participate in the Basic Pilot Employment Verification Program administered by the United States Department of Homeland Security, (“Basic Pilot Program”) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

8.12.1. Contractor shall:

8.12.1.1. Confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. Contractor shall apply to participate in the Basic Pilot Program every three (3) months until all Contractor requirements under this Agreement are completed or until Contractor is accepted into the Basic Pilot Program, whichever occurs earlier.

8.12.1.2. Not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.

8.12.1.3. Require any subcontractor to certify that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

8.12.1.3.1. Notify the subcontractor and City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

8.12.1.3.2. Terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Contractor, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

8.12.1.4. Comply with any reasonable request by the Department of Labor and Employment (“Department”) made in the course of an investigation by the Department.

8.12.2. If Contractor violates any provision of this Section, City may terminate the Agreement immediately, Contractor shall be liable to City for City’s actual



**EXHIBIT A**  
**SCOPE OF WORK**

1. DAYS/HOURS OF SERVICE. Passengers will be picked up at points designated by the City according to the following schedule:
  - 11:00 a.m. – 12:00 a.m. (midnight), Sundays through Thursdays; and
  - 11:00 a.m. – 2:00 a.m., Fridays and Saturdays.
2. SERVICE AREA. Central City and Black Hawk according to the attached map, attached hereto as **Exhibit A-1**, as may be amended by the Parties.
3. INCLEMENT WEATHER. In the event that weather conditions are such that service must be suspended temporarily to ensure the safety of the passengers and drivers, the Contractor shall immediately contact the City Manager or designee. Contractor shall make best efforts to notify casino management and passengers of weather related delays to the service.
4. COMPLAINTS. The Contractor shall make written record of all written complaints from passengers and other relating to the Service provided herein. Contractor shall investigate all complaints and, within fourteen (14) days following actual receipt of a complaint, provide a written response to the person making the complaint and shall provide a copy of the complaint and the response to City.
5. DRIVERS. Contractor shall employ drivers duly licensed by the State of Colorado to transport the passengers provided for under this Agreement. Contractor shall use three (3) drivers on a daily basis with available back-up assistance as deemed necessary by the Contractor.
  - A. Contractor shall train all drivers in accordance with Contractor's training program for drivers providing similar transit services.
  - B. All drivers will be trained in accordance with the federal laws and the laws of the State of Colorado.
  - C. Contractor shall comply with drug and alcohol screening requirements of all employees in safety sensitive positions in compliance with federal law.
  - D. All drivers shall wear a uniform issued by the Contractor at all times while in service, and shall, at all times when visible to bus passengers, be neatly groomed and dressed.
  - E. The Contractor shall have the exclusive right to hire, train and terminate drivers and other Contractor personnel. The City shall have the option to request the Contractor assign drivers to other contract service based on the need to maintain customer service levels consistent with a resort community.

- F. Drivers shall be trained in and practice appropriate radio communications.
- G. Upon request of the City, Contractor will provide the City with a summary of driver training.
6. VEHICLES. Contractor will supply two buses, both of which will have lift equipment that is ADA accessible and licensed in the State of Colorado. Both vehicles will carry a minimum of 14 passengers plus wheel chair capacity.
- Contractor shall not materially alter the appearance of the City's buses.
  - Contractor shall ensure the City buses it operates are neat, clean and properly maintained to assure the safety and comfort of all passengers.
7. MAINTENANCE. The Contractor shall provide all maintenance and repair of the buses; provided, however, that the City shall wrap the buses with identifying information of the shuttle service, at City's cost.
8. FUEL. City shall supply fuel for the buses and submit invoices to Contractor for repayment.
9. STORAGE OF BUSES. The Contractor shall provide parking facilities for the buses. During the term of the Agreement with the City, the City may, in the City's sole discretion, provide a uncovered parking/storage for one (1) of Contractor's vehicles. The City agrees to provide such designated parking/storage space to Contractor free of charge. The City reserves the right to suspend or terminate Contractor's right to utilize the designated parking/storage space, if determined to be necessary in the City Manager's discretion.
10. QUALITY STANDARDS. In addition to all other federal state and local transit agency requirements, the following quality standards shall apply to the Contractor:
- Contractor will provide prompt and timely service in accordance with the schedule in the Agreement.
  - Contractor drivers will be courteous and respectful to all passengers at all times.
  - Contractor drivers shall contact the local law enforcement agency rather than deal directly with a disruptive passenger.
  - Contractor drivers shall obey all traffic laws of the State of Colorado, Gilpin County and Cities of Black Hawk and Central.
11. LICENSES AND PERMITS. During the term of the Agreement with the City, Contractor shall obtain all necessary licenses and permits required to operate a public

transit service. If the Contractor is required to pay any fees associated with a license or permit, other than the PUC approval, Contractor and City shall negotiate in good faith regarding compensation. All Contractor drivers shall obtain and maintain a current Commercial Driver's License with passenger endorsement.

**EXHIBIT A-1  
SERVICE AREA MAP**

**EXHIBIT B  
CONTRACTOR COMPENSATION**

	<b>Month</b>	<b># of Days</b>	<b>Total</b>
<b>2015</b>	January	31	\$26,328.77
	February	28	\$23,780.82
	March	31	\$26,328.77
	April	30	\$25,479.45
	May	31	\$26,328.77
	June	30	\$25,479.45
	July	31	\$26,328.77
	August	31	\$26,328.77
	September	30	\$25,479.45
	October	31	\$26,328.77
	November	30	\$25,479.45
	December	31	\$26,328.76

**Annual Amount:                   \$310,000.00**





# AGENDA ITEM # 11

## CITY COUNCIL COMMUNICATION FORM

---

**FROM:** Gary Allen, Fire Chief

**DATE:** December 16, 2014

**ITEM:** Resolutions 14-22, A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and Taking Other Actions in Connection Therewith

**NEXT STEP:** Make a motion to adopt Resolution 14-22, A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and Taking Other Actions in Connection Therewith

---

ORDINANCE  
 MOTION  
 INFORMATION

---

- I. **REQUEST OR ISSUE:** Requirement to participate in the Firefighter Heart and Circulatory Benefits Trust formed to cover entities' liability under Part 3, Article 5 of Title 29, Colorado Revised Statutes (CRS).
- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to adopt Resolution 14-22 A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and Taking Other Actions in Connection Therewith.
- III. **FISCAL IMPACTS:** Funding to be provided by the City of Central and reimbursed by Department of Local Affairs (DOLA).
- IV. **BACKGROUND INFORMATION:** The Firefighter Heart and Circulatory Benefits Trust was formed to cover entities' liability under Part 3, Article 5, Title 29, Colorado Revised Statutes (CRS). This new statute requires any full time firefighter with continuous, full-time employment with an employer for at least five (5) years be provided a defined level of benefits for certain Heart and Circulatory malfunctions. A state reimbursement fund has been established through the

Department of Local Affairs (DOLA). Entities must certify their number of eligible firefighters and submit specific documents to participate in the program.

V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

Make a motion to adopt Resolution 14-22, A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and Taking Other Actions in Connection Therewith.

**CITY OF CENTRAL  
RESOLUTION NO. 14-22**

**A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR  
THE COLORADO FIREFIGHTER HEALTH AND CIRCULATORY BENEFITS TRUST  
AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, under state law, specifically, Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein is required to maintain certain firefighter heart and circulatory malfunction benefits in accordance with and subject to the requirements and limitations of said Part 3; and

**WHEREAS**, in order to provide such benefits, an employer, which includes the City of Central (the "City") is authorized to participate in a multiple employer health trust; and

**WHEREAS**, the governing body of the City of Central has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Sections 10-3-903.5, 29-1-201, et seq., and 29-5-302, C.R.S., as amended, to participate with other employers in a multiple employer health trust for the provision of such benefits and for related claims handling, risk management, and other functions and services related to such benefits; and

**WHEREAS**, the governing body has reviewed the Trust Agreement for the Colorado Firefighter Heart and Circulatory Benefits Trust, a copy of which is attached hereto as Exhibit A, by the through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides firefighter heart and circulatory malfunction benefits consistent with the provisions of Part 3 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan (the "Plan"); and

**WHEREAS**, the Members intend that the Trust, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

**WHEREAS**, the governing body finds that membership and participation in the Trust and Plan would be in the best interests of the City of Central, its employees and its taxpayers; and

**WHEREAS**, the governing body by the enactment desires to adopt and enter into the Trust Agreement for the Colorado Firefighter Heart and Circulatory Benefits Trust, and to take other actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO HEREBY:

1. Approves the contract entitled Trust Agreement for the Colorado Firefighter Heart and Circulatory Benefits Trust, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference (the "Trust Agreement").
2. Authorizes and directs the presiding officer of the governing body to execute the Trust Agreement on behalf of the City of Central.
3. Directs that staff transmit to the Colorado Firefighter Heart and Circulatory Benefits Trust (the "Trust"), McGriff, Seibels & Williams Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and such Trust Agreement.
4. Designates Fire Chief Gary Allen as its initial Member Representative to the Trust and designates City Manager Daniel Miera as its initial Alternate Representative to the Trust, such persons having the address stated below.

City of Central  
P.O. Box 249  
Central City, CO 80427

5. Understands that, with the adoption of this Resolution and subject to the terms of the Trust Agreement, the City of Central becomes a Member of the Trust, with its participation to commence effective as of the date determined in accordance with the Trust Agreement.

ADOPTED THIS 16<sup>TH</sup> DAY OF DECEMBER, 2014

CITY OF CENTRAL, COLORADO

By: \_\_\_\_\_  
Ronald E. Engel, Mayor

ATTEST:

APPROVED TO FORM:

By: \_\_\_\_\_  
Reba Bechtel, City Clerk

By: \_\_\_\_\_  
Marcus A. McAskin, City Attorney

## Colorado Firefighter Heart and Circulatory Benefits Trust (CFH Trust):

We would like to take this opportunity to inform you about the CFH Trust which was formed to cover your entity's liability under Part 3, Article 5 of Title 29, Colorado Revised Statutes (CRS). This new statute requires any full time firefighter with continuous, full-time employment with an employer for at least five (5) years be provided a defined level of benefits for certain Heart and Circulatory malfunctions. A state reimbursement fund has been established through the *Department of Local Affairs* (DOLA). Entities must certify their number of eligible firefighters and submit specific documents to participate in the program.

To learn more about the CFH Trust's formation and who can participate, as well as how DOLA will administer the program for eligible firefighters, please review the Trust's Frequently Asked Questions (FAQ).

A website has been created at [www.cfhtrust.com](http://www.cfhtrust.com) to 1) make available information concerning this Trust; 2) comment on the intent of the coverage under the new statute; and 3) make available public information from DOLA, who is requesting comments from stakeholders, on their proposed implementation of the reimbursement process available in December. Documents currently posted are:

- FAQ about the TRUST, the process, and DOLA
- Comments on the intent of the new statute establishing the employer's Liability
- DOLA draft copies of proposed process and forms for reimbursement
- Members' governing body Resolution to join the Trust
- Intergovernmental Agreement (IGA) to join the Trust
- Checklist on how to properly complete the IGA and Resolution
- Member's Nomination for Trustee form
- Description of heart test available to asses heart and circulatory conditions

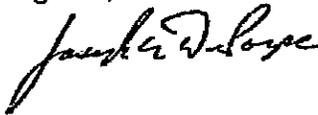
There is an open nomination process for Trustees that comes from the participating membership. Appointments are then made by the State Fire Chiefs. We currently have four Chiefs and one Professional Firefighter representative who have been participating as Steering Committee members to bring us to this point, and all but one will be eligible to serve as Trustees. We have one Chief position and two (2) new Trustee positions open. The two new positions are for non-firefighter personnel from Member organizations. It has been suggested that the new position nominees have a background in Accounting, Human Resources, Finance, Risk Management,



Law, or Public Service to round out the Trust's overall makeup. We are currently in need of two organizations who can implement the IGA and Resolution by November 20 so that we can establish the Trust in order to conduct business. If your organization is willing to help us out in the formation of the CFH Trust, please contact any member of the Steering Committee, or myself for further details:

- John Bales, Chief Golden Fire: [JBales@cityofgolden.net](mailto:JBales@cityofgolden.net)
- Don Lombardi, Chief West Metro Fire Rescue: [DLombardi@westmetrofire.org](mailto:DLombardi@westmetrofire.org)
- Matthew Love, Chief Cimarron Hills Fire Department: [mlove@cimarronhillsfire.org](mailto:mlove@cimarronhillsfire.org)
- Mike Rodgers, **President** CPFF: [rogersm1@a.com](mailto:rogersm1@a.com)
- Eric Tade, Chief Denver: [Eric.Tade@Denvergov.org](mailto:Eric.Tade@Denvergov.org)
- Joe DePaepe, Program Administration: [jdepaepe@mcgriff.com](mailto:jdepaepe@mcgriff.com)

Regards,



Joe DePaepe





# Colorado Firefighter Heart and Circulatory Benefits Trust

## COVERAGE YEAR 2015 INVOICE

**Organization:**

Central City Fire Department  
P.O. Box 175  
Central City, CO 80427

Invoice #	FDID	Effective Date	Expiration Date	Invoice Date
15CFHT-0574-0574	04710	01/01/2015	01/01/2016	11/25/2014

The information pre-filled in Column A below was provided by Colorado State resources. If your actual numbers vary, please update in Column B and compute your own cost. We will send you your paid receipt with the Coverage Summary for submission to DOLA where reimbursable.

	A FF Count	B If the Certified FF Count is different enter here:
No. of Full Time Firefighter(FF)	1	
2015 Rate	x \$175.00	\$175.00
Subtotal	= \$175.00	

**NOTE:** Reimbursement from DOLA only applies to Full-Time Firefighters where you certify 5 years of continuous employment in the fire prevention services and meets other benefit qualifications.

No. of Part Time Firefighter	0	
2015 Rate	x \$150.00	\$150.00
Subtotal	= \$0.00	

No. of Volunteer Firefighter	14	
2015 Rate	x \$150.00	\$150.00
Subtotal	= \$2,100.00	

**NOTE:** Volunteer Firefighters and Part-Time Firefighters are eligible for coverage but not for DOLA Reimbursement.

Estimated Annual Contribution	=	\$2,275.00
-------------------------------	---	------------

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

To effect coverage, please sign, date, and return this Form with payment before the requested effective date. Scan or fax is acceptable. This Invoice itself does not bind coverage. Named Organization must adopt the Resolution to join the Benefits Trust and sign the Trust Agreement. Payment must be received prior to inception of coverage.

Please Remit to: Colorado Firefighter Heart and Circulatory Benefits Trust

c/o McGriff, Seibels & Williams, Inc.  
P.O. Box 1539  
Portland, OR 97207-1539  
Toll Free: 844-769-6650 / Fax: 503-943-6622

Print Date: 11/25/2014



## Colorado Firefighter Heart and Circulatory Benefits Trust (CFH Trust):

We would like to take this opportunity to inform you about the CFH Trust which was formed to cover your entity's liability under Part 3, Article 5 of Title 29, Colorado Revised Statutes (CRS). This new statute requires any full time firefighter with continuous, full-time employment with an employer for at least five (5) years be provided a defined level of benefits for certain Heart and Circulatory malfunctions. A state reimbursement fund has been established through the *Department of Local Affairs* (DOLA). Entities must certify their number of eligible firefighters and submit specific documents to participate in the program.

To learn more about the CFH Trust's formation and who can participate, as well as how DOLA will administer the program for eligible firefighters, please review the Trust's Frequently Asked Questions (FAQ).

A website has been created at [www.cfhtrust.com](http://www.cfhtrust.com) to 1) make available information concerning this Trust; 2) comment on the intent of the coverage under the new statute; and 3) make available public information from DOLA, who is requesting comments from stakeholders, on their proposed implementation of the reimbursement process available in December. Documents currently posted are:

- FAQ about the TRUST, the process, and DOLA
- Comments on the intent of the new statute establishing the employer's Liability
- DOLA draft copies of proposed process and forms for reimbursement
- Members' governing body Resolution to join the Trust
- Intergovernmental Agreement (IGA) to join the Trust
- Checklist on how to properly complete the IGA and Resolution
- Member's Nomination for Trustee form
- Description of heart test available to asses heart and circulatory conditions

There is an open nomination process for Trustees that comes from the participating membership. Appointments are then made by the State Fire Chiefs. We currently have four Chiefs and one Professional Firefighter representative who have been participating as Steering Committee members to bring us to this point, and all but one will be eligible to serve as Trustees. We have one Chief position and two (2) new Trustee positions open. The two new positions are for non-firefighter personnel from Member organizations. It has been suggested that the new position nominees have a background in Accounting, Human Resources, Finance, Risk Management,

Law, or Public Service to round out the Trust's overall makeup. We are currently in need of two organizations who can implement the IGA and Resolution by November 20 so that we can establish the Trust in order to conduct business. If your organization is willing to help us out in the formation of the CFH Trust, please contact any member of the Steering Committee, or myself for further details:

- John Bales, Chief Golden Fire: [JBales@cityofgolden.net](mailto:JBales@cityofgolden.net)
- Don Lombardi, Chief West Metro Fire Rescue: [DLombardi@westmetrofire.org](mailto:DLombardi@westmetrofire.org)
- Matthew Love, Chief Cimarron Hills Fire Department: [mlove@cimarronhillsfire.org](mailto:mlove@cimarronhillsfire.org)
- Mike Rodgers, **President** CPFF: [rogersm1@q.com](mailto:rogersm1@q.com)
- Eric Tade, Chief Denver: [Eric.Tade@Denvergov.org](mailto:Eric.Tade@Denvergov.org)
- Joe DePaepe, Program Administration: [jdepaepe@mcgriff.com](mailto:jdepaepe@mcgriff.com)

Regards,

A handwritten signature in cursive script, appearing to read "Joe DePaepe".

Joe DePaepe

**EXHIBIT A**

**TRUST AGREEMENT**

**FOR**

**COLORADO FIREFIGHTER HEART AND CIRCULATORY  
BENEFITS TRUST**

## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>DEFINITIONS.....</b>	<b>2</b>
1.1	ADMINISTRATOR.....	2
1.2	AUTHORIZED INVESTMENT .....	2
1.3	BENEFICIARY .....	2
1.4	CODE .....	2
1.5	CUSTODIAN.....	2
1.6	FISCAL YEAR .....	2
1.7	INVESTMENT COMMITTEE.....	2
1.8	INVESTMENT FUND .....	2
1.9	INVESTMENT MANAGER.....	2
1.10	MEMBERS OR MEMBER.....	2
1.11	MEMBER REPRESENTATIVE .....	3
1.12	PARTICIPANT.....	3
1.13	PLAN.....	3
1.14	TRUST.....	3
1.15	TRUST COMMITTEE.....	3
1.16	TRUST FUND .....	3
1.17	TRUSTEE .....	3
<b>ARTICLE II</b>	<b>ESTABLISHMENT OF THE TRUST.....</b>	<b>3</b>
2.1	TRUST ESTABLISHED. ....	3
2.2	LIMIT OF INTEREST – IMPOSSIBILITY OF DIVERSION. ....	3
2.3	TRUST COMMITTEE’S ACCEPTANCE.....	3
<b>ARTICLE III</b>	<b>TRUSTEES AND SUCCESSOR TRUSTEES .....</b>	<b>3</b>
3.1	TRUSTEES. ....	3
3.2	SUCCESSOR TRUSTEES. ....	4
3.3	COMPENSATION. ....	5
3.4	CHAIR AND OFFICERS; SUB-COMMITTEES. ....	5
3.5	MEETINGS.....	5
3.6	PROXY. ....	5
3.7	NO DELEGATES.....	5
3.8	QUORUM AND VOTING.....	5
3.9	ACTION WITHOUT A MEETING.....	6
3.10	CONFLICTS OF INTEREST.....	6
3.11	OFFICE LOCATION AND MEETING PLACE .....	6
3.12	AGENT FOR SERVICE OF LEGAL PROCESS. ....	6
3.13	RULES AND REGULATIONS.....	7
<b>ARTICLE IV</b>	<b>DUTIES OF TRUST COMMITTEE.....</b>	<b>7</b>
4.1	DUTIES.....	7
(a)	<i>Receipt of Contributions.....</i>	7
(b)	<i>Management of Funds.....</i>	7
(c)	<i>Payments.....</i>	7
(d)	<i>Appointment of Administrator.....</i>	7
(e)	<i>Appointments of Investment Committee.....</i>	7
<b>ARTICLE V</b>	<b>INVESTMENT OF TRUST ASSETS.....</b>	<b>8</b>
5.1	GENERAL INVESTMENT POWER/INVESTMENT FUNDS. ....	8
(a)	<i>Authority of Investment Committee.....</i>	8

	(b) Investment Funds.....	8
	(c) Funding Policy.....	8
5.2	INVESTMENT MANAGERS.....	8
	(a) Appointment.....	9
	(b) Contractual Arrangement.....	9
	(c) Trust Committee's Duties.....	9
	(d) Failure to Direct.....	9
	(e) Termination of Appointment.....	9
5.3	MANNER AND EFFECT OF DIRECTIONS.....	9
	(a) Delegation of Authority to Custodian.....	10
5.4	AUTHORIZATION OF DESIGNEE(S).....	10
<b>ARTICLE VI POWERS OF TRUST COMMITTEE.....</b>		<b>10</b>
6.1	GENERAL AUTHORITY.....	10
6.2	SPECIFIC POWERS.....	10
	(a) Purchase of Property.....	10
	(b) Disposition of Property.....	10
	(c) Retention of Cash.....	10
	(d) Exercise of Owner's Rights.....	11
	(e) Registration of Investments.....	11
	(f) Borrowing.....	11
	(g) Purchase of Contracts.....	11
	(h) Execution of Instruments.....	11
	(i) Settlement of Claims and Debts.....	11
	(j) Establish Rules and Policies.....	11
	(k) Trustee Insurance.....	11
	(l) Risk Management.....	12
	(m) Delegation.....	12
	(n) Employment of Agents, Advisers and Counsel.....	12
	(o) Appointment of Custodian.....	12
	(p) Power to do any Necessary Act.....	12
<b>ARTICLE VII CONTRIBUTIONS TO THE TRUST FUND.....</b>		<b>12</b>
7.1	MEMBER CONTRIBUTIONS.....	12
7.2	CONTRIBUTION RATE STRUCTURE.....	13
7.3	FAILURE TO MAKE CONTRIBUTIONS.....	13
7.4	TABOR COMPLIANCE.....	13
7.5	STATE FUNDING.....	14
7.6	REPORTS.....	14
<b>ARTICLE VIII PARTICIPATION AND WITHDRAWAL OF MEMBERS.....</b>		<b>14</b>
8.1	PARTICIPATION IN TRUST BY MEMBERS.....	14
8.2	WITHDRAWAL BY MEMBER.....	15
8.3	SUCCESSORS AND ASSIGNS.....	15
8.4	POWERS OF THE MEMBERS.....	15
8.5	MEETINGS OF THE MEMBERS.....	16
8.6	MEMBER OBLIGATIONS.....	16
<b>ARTICLE IX ADMINISTRATION.....</b>		<b>16</b>
9.1	ACCOUNTING.....	16
	(a) Books and Records.....	16
	(b) Accounting.....	16
	(c) Release.....	17
	(d) Valuations.....	17
	(e) Reliance on Administrator.....	17
9.2	EXPENSES.....	17

<b>ARTICLE X</b>	<b>AMENDMENT OF TRUST; TERMINATION OF PLAN.....</b>	<b>17</b>
10.1	AMENDMENT OF TRUST.....	17
(a)	<i>Right to Amend</i> .....	18
(b)	<i>Exclusive Benefit</i> .....	18
10.2	TERMINATION OF PLAN.....	18
10.3	FINAL ACCOUNTING.....	18
<b>ARTICLE XI</b>	<b>MISCELLANEOUS.....</b>	<b>18</b>
11.1	NONALIENATION OF BENEFITS.....	18
11.2	BENEFIT.....	19
11.3	EFFECT OF PLAN.....	19
11.4	DISPUTE RESOLUTION.....	19
11.5	ENTIRE AGREEMENT.....	20
11.6	APPROVAL OF THE MEMBERS.....	20
11.7	LIABILITY FOR PREDECESSOR OR SUCCESSOR.....	20
11.8	LIABILITY FOR ACTS OF OTHERS.....	20
11.9	GOVERNMENTAL IMMUNITY.....	20
11.10	CONTROLLING LAW.....	20
11.11	EFFECTIVE DATE.....	20
11.12	EXECUTION IN COUNTERPARTS.....	20

## TRUST AGREEMENT

**THIS TRUST AGREEMENT** (this "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the undersigned Colorado governmental entities (who, together with and any other Colorado governmental entities that becomes a participating Member under this Trust, are collectively the "Members") and the undersigned trustees constituting the "Trust Committee" for the Trust, as defined herein (the "Trust Committee").

### WITNESSETH:

**WHEREAS**, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

**WHEREAS**, the Members desire by and through this Agreement to provide a benefit plan that provides heart and circulatory malfunction benefits consistent with the provisions of Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan (the "Plan"); and

**WHEREAS**, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Trust Committee in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in trust (the "Trust") and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

**WHEREAS**, the Members desire to appoint the Trust Committee as a trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

**WHEREAS**, the Trust Committee has agreed to serve as trustee of the trust established under this Agreement; and

**WHEREAS**, the Members intend that the Trust hereby established, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

**WHEREAS**, the Members intend that the Trust hereby established, together with the Plan, shall constitute a multiple employer health trust for the purpose of Part 3 of Article 5 of Title 29, C.R.S.;

**NOW, THEREFORE**, the Members and the Trust Committee hereby mutually covenant and agree as follows:

## ARTICLE I DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

- 1.1 **Administrator** means the person, committee or entity appointed by the Trust Committee to serve as plan administrator of the Plan. The Administrator shall be retained by the Trust Committee and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Trust Committee.
- 1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.
- 1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.
- 1.4 **Code** means the Internal Revenue Code of 1986, as amended.
- 1.5 **Custodian** means Wells Fargo Bank, N.A., which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than Wells Fargo Bank, N.A., such party shall also be considered a Custodian for the Trust.
- 1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 and end on December 31 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following December 31.
- 1.7 **Investment Committee** means the person, committee or entity appointed in accordance with the terms of the Trust to make and effect investment decisions under the Plan and Trust. Unless the Trust Committee appoints an Investment Committee, the Trust Committee shall be deemed to be the Investment Committee.
- 1.8 **Investment Fund** means any of the separate funds established by the Investment Committee for the investment of Plan assets.
- 1.9 **Investment Manager** means any person, corporation or other organization or association appointed by the Trust Committee pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.
- 1.10 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.

- 1.11 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Trust.
- 1.12 **Participant** means an employee or former employee of the Member.
- 1.13 **Plan** means the Colorado Firefighter Heart and Circulatory Benefits Plan set forth in Part 3 of Article 5 of Title 29, Colorado Revised Statutes, and in the Plan Summary of Benefits as such Plan may be amended from time to time.
- 1.14 **Trust** means the trust established by this Agreement.
- 1.15 **Trust Committee** means the Trust Committee appointed pursuant to Section 3.1 of this Trust Agreement, acting as a group or body.
- 1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.
- 1.17 **Trustee** means the Trust Committee members and their successors as provided by this Agreement.

## **ARTICLE II ESTABLISHMENT OF THE TRUST**

- 2.1 **Trust Established.** The Members hereby establish with the Trust Committee, as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.
- 2.2 **Limit of Interest - Impossibility of Diversion.** It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.
- 2.3 **Trust Committee's Acceptance.** The Trust Committee accepts the Trust hereby created and agrees to perform the duties hereby required of the Trust Committee.

## **ARTICLE III TRUSTEES AND SUCCESSOR TRUSTEES**

- 3.1 **Trustees.** The Trust shall be administered by the Trust Committee. The Trust Committee shall be comprised of seven (7) individual Trustees; provided, however, that the Trust Committee shall be deemed duly constituted and may commence operations of the Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and current employee of a Member, except as provided below. Trustees shall be

appointed by the Board of Directors of the Colorado State Fire Chiefs ("CSFC Board") from among the following:

- (a) One Trustee who is a Member Representative from a fire district or fire authority serving an area having less than thirty thousand (30,000) in population;
- (b) One Trustee who is a Member Representative from a fire district or fire authority serving an area having more than thirty thousand (30,000) in population;
- (c) One Trustee who is a Member Representative from a municipality having less than thirty thousand (30,000) in population;
- (d) One Trustee who is a Member Representative from a municipality having more than thirty thousand (30,000) in population;
- (e) One Trustee who is a Participant and officer of the Colorado Professional Firefighters Association ("CPFF"), who is designated for appointment by CPFF; and
- (f) Two Trustees who are Member Representatives from two other Members of any size or type, who are elected or appointed officials or employees of the Member and are not firefighters eligible for participation in the Plan.

Nominations for Trustees from the Members and CPFF shall be made by elected governing body of the Member (i.e., district board of directors, city council, CPFF Board of Directors) and be submitted to the CSFC Board at such time as the CSFC Board may provide. Terms of the Trustees shall be two-year, overlapping terms or until their successors have been appointed, except that among the initial Trustees, four of them shall serve an initial term of two years and three of them shall serve an initial term of one year as set for below so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial undersigned Trustees' terms shall begin upon the formation of the Trust.

A vacancy shall occur on the Trust Committee when a Trustee (1) submits a written resignation to the Trust Committee; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative, except in the case of the CPFF Trustee to whom such requirement (4) does not apply; (5) fails to attend three consecutive regular meetings of the Trust Committee without the Committee having entered upon the record its proceedings 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 (6) is convicted of a felony. Any vacancy on the Trust Committee shall be filled by appointment by the CSFC Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be

responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Trust Committee may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Trust Committee meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Trust Committee shall be the chair, vice chair and secretary. The officers shall be appointed by the Trust Committee from among its members. Appointment of officers shall occur at the first meeting of the Trust Committee each year. The Trust Committee may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Trust Committee shall determine the time and place of its regular meetings. Special meetings of the Trust Committee may be called by the chair or by three (3) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Trust Committee may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

- (a) To constitute a quorum at any regular or special meeting of the Trust Committee and for any action to be valid at such meeting, there must be present in person or by proxy at least four (4) of the seven (7) Trustees.
- (b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is

required because of conflict of interest.

- (c) To approve the following items, an absolute majority vote (as defined below) is required:
- (1) Annual budget;
  - (2) Incurring any debt other than liabilities in the ordinary course of business;  
and
  - (3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Trust Committee may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee's independent judgment in the discharge of Trust Committee responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Trust Committee and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Trust Committee responsibilities to further that Trustee's own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee's family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Trust Committee shall be held at a place designated at least annually by the Trust Committee, or the chair, if the Trust Committee is unable to reach an agreement regarding a meeting location. The Trust shall have its principal office at 433 S. Allison Parkway, Lakewood, CO 80226.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process

shall be Samuel J. Light, Light Kelly, P.C. 101 University Blvd., Suite 210, Denver, Colorado 80206, or any successor agent as the Trust Committee shall designate.

3.13 **Rules and Regulations.** The Trust Committee shall have the power at any regular or special meeting to adopt bylaws, rules, regulations and policies for the administration of the Trust, and for the conduct of the affairs of the Trust Committee. Any bylaws, rules, regulations and policies of the Trust Committee shall be consistent with the written provisions of the Trust Agreement, and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

## ARTICLE IV DUTIES OF TRUST COMMITTEE

4.1 **Duties.** It shall be the duty of the Trust Committee:

- (a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trust Committee. The Trust Committee shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan, but shall be responsible only for property actually received by it pursuant to this Agreement.
- (b) **Management of Funds.** To hold, invest, reinvest, manage and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.
- (c) **Payments.** To direct payments under the Plan; provided, however, that the Trust Committee may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Trust Committee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Trust Committee's acting upon such direction.
- (d) **Appointment of Administrator.** To appoint such person, committee or entity as the Trust Committee shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Trust Committee shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.
- (e) **Appointment of Investment Committee.** To appoint as the Investment Committee such person, committee or entity as the Trust Committee shall determine to make and effect investment decisions under the Plan and Trust; provided, however, that the Trust Committee may appoint itself as the Investment Committee.

## ARTICLE V INVESTMENT OF TRUST ASSETS

### 5.1 General Investment Power/Investment Funds.

- (a) **Authority of Investment Committee.** Except as provided in Sections 5.2 and 5.3, the Investment Committee shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Trust Committee shall comply with directions of the Investment Committee. The Investment Committee shall not issue any directions that are in violation of the terms of the Plan or this Agreement.
- (b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Investment Committee. The Trust Committee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Investment Committee, the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.
- (c) **Funding Policy.** The Trust Committee shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Trust Committee shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

### 5.2 Investment Managers.

- (a) **Appointment.** The Investment Committee may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Investment Committee shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.

- (b) **Contractual Arrangement.** The Investment Committee shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Investment Committee deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).
- (c) **Trust Committee's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trust Committee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.
- (d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to direct the Trust Committee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trust Committee shall invest such cash only when and as directed by the Investment Committee.
- (e) **Termination of Appointment.** The Investment Committee shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Investment Committee shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trust Committee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) direct the Trust Committee to invest the assets of such Investment Fund as the Investment Committee deems appropriate in accordance with the existing funding policy.

### 5.3 **Manner and Effect of Directions.**

- (a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Trust Committee, the Administrator, the Investment Committee, any Investment Manager or their designees. With respect to any assets held by a party other than Trust Committee, the Trust Committee is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the Investment Committee, any Investment Manager or their designees. The Trust Committee is authorized and directed to enter into such

agreements with another Custodian as are deemed necessary or appropriate to effect such delegation.

- 5.4 **Authorization of Designee(s).** The Administrator and the Investment Committee may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Trust Committee with written documentation of the appointment and a specimen signature of each designee. The Trust Committee shall be entitled to rely upon such documentation until the Trust Committee is otherwise notified in writing.

## ARTICLE VI POWERS OF TRUST COMMITTEE

- 6.1 **General Authority.** In accordance with the directions of the Investment Committee and any Investment Managers as provided in Article V, the Trust Committee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.
- 6.2 **Specific Powers.** In the management of the Trust, the Trust Committee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Investment Committee and, to the extent applicable, any duly appointed Investment Managers:
- (a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.
  - (b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.
  - (c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.
  - (d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Trust Committee shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Trust Committee shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.

- (e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trust Committee shall at all times show that all such investments are part of the Trust.
- (f) **Borrowing.** To the extent permitted by State law and at the direction of the Investment Committee, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as determined by the Investment Committee; and, for any sum so borrowed, to issue its promissory note as Trust Committee and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Trust Committee shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.
- (g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Trust Committee determines or the Investment Committee directs it to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Trust Committee shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Trust Committee.
- (h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.
- (i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.
- (j) **Establish Rules and Policies.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted;
- (k) **Trustee Insurance.** To purchase on behalf of the Trust Committee and the Investment Committee, trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a trust of similar size and purpose.
- (l) **Risk Management.** To establish reasonable risk management policies and procedures.

- (m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.
- (n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation.
- (o) **Appointment of Custodian.** The Trust Committee shall designate a custodian to hold Trust assets. The Trust Committee may change the custodian upon an affirmative vote of four (4) Trustees.
- (p) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

### 6.3 **Authorized Investments.**

- (a) **General Definition.** "Authorized investment" as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Section 24-75-601 et seq. C.R.S., as in effect from time to time.
- (b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Trust Committee.

## ARTICLE VII CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Trust Committee as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Trust Committee otherwise deems beneficial to protect the financial condition of the Trust. The Trust Committee shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Trust Committee from time-to-time.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

- (a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the three (3) month LIBOR rate set on the date when such contribution was first due plus one percent (1%), compounded monthly.
- (b) Any other Member may, with the consent of the Administrator, make the contribution on behalf of the delinquent Member and, such amount shall become a debt of the delinquent Member to the contributing Member.
- (c) The Trust Committee has the right, upon an affirmative vote of four (4) Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:
  - (1) such Member's participation in the Plan and Trust at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member's delinquency, if earlier, if such delinquency is not cured, and
  - (2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.
- (d) The Trust Committee also has the right, upon an affirmative vote of four (4) Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member's participation in the Plan and Trust has been or will be terminated.
- (e) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **TABOR Compliance.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. No Member's contribution for any Fiscal Year shall exceed the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **State Funding.** For benefits required under Section 29-5-302, C.R.S., no Member shall be required without its consent to make a contribution for a Fiscal Year in excess of the amount of state funding paid or payable to the Member under Section 29-5-302(11), C.R.S. for that Fiscal Year. There is reserved to the Members and to the Trust the right set forth in Section 29-

5-302(12) C.R.S., providing that if, at any time, the state funding provided for the benefit required by Section 29-5-302, C.R.S. is insufficient to cover the cost of the benefit, then the requirements of Section 29-5-302, C.R.S. to maintain the benefit shall become optional pursuant to Section 29-1-304.5, C.R.S. The Trust Committee may establish guidelines consistent with this Agreement governing any exercise of the right under said Section 29-5-302(12), C.R.S.

7.6 **Reports.** The Trust Committee shall provide reports needed for purposes of administration of this Agreement and the Plan.

## **ARTICLE VIII PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS**

8.1 **Participation in Trust by Members.** The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Trust Committee, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Trust Committee. Participation in the Trust is limited to those employers who are governmental entities participating for purposes of Part 3 of Article 5 of Title 29, C.R.S. The Trust Committee reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Trust Committee. The Trust Committee may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement, which shall be evidenced by providing to the Trust Committee (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into this Trust Agreement, and (ii) a signed counterpart original of this Trust Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member.

8.2 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

- (a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Trust Committee. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.
- (b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.
- (c) Upon withdrawal, the Trust Committee also has the right to notify the Participants

of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.

- (d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Trust Committee, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

- (a) Amend the Trust 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) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Trust Committee. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** 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 Trust Committee, with notice mailed to each Member at least thirty (30) days in advance.
- (b) Special meetings of the Members may be called by the Trust Committee upon its own motion and shall be called by the Trust Committee 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 chair of the Trust Committee shall preside at the meetings; the vice chair shall preside in the absence of the chair.
- (d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business.
- (e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Trust Committee may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations.** In addition to the other provisions, hereof, each Member shall have the obligation to:

- (a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Trust Committee. Any delinquent payments shall be paid with interest pursuant to a policy established by the Trust Committee 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 employee 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.
- (c) Allow the Trust Committee and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.
- (d) Cooperate fully with the Trust Committee and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.
- (e) Allow the Trust Committee 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 benefits furnished through the Plan.
- (f) Comply with the benefits administration, claims handling and related policies established by the Trust Committee.

## **ARTICLE IX ADMINISTRATION**

9.1 **Accounting.**

- (a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Trust Committee. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator, the Member, or the Investment Committee. The Trust Committee shall promptly provide copies of such books or records to any persons designated by the Administrator.
- (b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Trust Committee and the Administrator may agree, the Trust Committee, with the assistance of the Administrator, shall cause to be prepared a

written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members or the Investment Committee, no person shall have the right to demand or to be entitled to any further or different accounting by the Trust Committee.

- (c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual or other statement, the Trust Committee shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Trust Committee its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Trust Committee, the Trust Committee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Trust Committee in the event of a claim of breach of fiduciary duty.
- (d) **Valuations.** The Trust Committee shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.
- (e) **Reliance on Administrator.** The Trust Committee shall be entitled to rely on the Administrator and any Custodian, other than Trust Committee, for the maintenance and provision of all records specified in this Section.

- 9.2 **Expenses.** The expenses incurred by the Trust Committee in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Trust Committee, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Trust Committee from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Trust Committee shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

## ARTICLE X AMENDMENT OF TRUST; TERMINATION OF PLAN

### 10.1 **Amendment of Trust.**

- (a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Trust Committee shall cause a current copy of this Agreement to be sent to each Member.
- (b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.

10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Trust Committee and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Trust Committee has not received instructions to the contrary, the Trust Committee shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Trust Committee shall not be required to make any distribution until the Trust Committee is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Trust Committee until the Trust Committee is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.

10.3 **Final Accounting.** At such time as the Trust is terminated, the Trust Committee shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Trust Committee or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

## ARTICLE XI MISCELLANEOUS

11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have

any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.

11.3 **Effect of Plan.** The Trust Committee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trust Committee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

(a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.

(b) The parties to this Agreement (each, a "party") are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) thirty (30) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within thirty (30) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within sixty (60) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

- 11.5 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.
- 11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Trust Committee.
- 11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.
- 11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, the Investment Committee or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.
- 11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Trust Committee, the individual Trustees, or the Members of governmental immunity or of the sovereign immunity of the State of Colorado or its instrumentalities or any provision of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.
- 11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Colorado.
- 11.11 **Effective Date.** This Agreement shall be effective on and after \_\_\_\_\_, 2014.
- 11.12 **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member and the Trust Committee have caused this Agreement to be signed by their duly authorized officers or representatives as of the day first written above.

**TRUST COMMITTEE:**

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

Date: \_\_\_\_\_

Member Representative of:  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Member Representative of:  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Member Representative of:  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Member Representative of:

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

Date: \_\_\_\_\_

Member Representative of:  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Member Representative of:  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Member Representative of:  
\_\_\_\_\_

**ADMINISTRATOR:**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMBER:** \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

Attest:

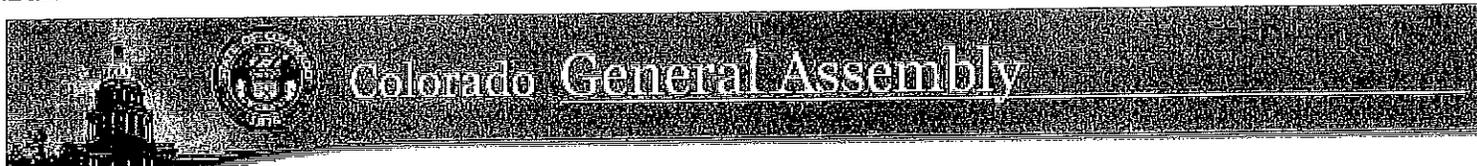
\_\_\_\_\_

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

Title: \_\_\_\_\_

Date of Member Adoption of Agreement:

\_\_\_\_\_



## Session Laws of Colorado 2014 Second Regular Session, 69th General Assembly

CHAPTER 325

### GOVERNMENT - LOCAL

#### SENATE BILL 14-172 [Digest]

BY SENATOR(S) Tochtrop and Newell, Heath, Herpin, Kefalas, Kerr, King, Nicholson, Rivera, Roberts, Todd, Ulibarri, Carroll;  
also REPRESENTATIVE(S) Kraft-Tharp, McNulty, Becker, Exum, Fields, Garcia, Ginal, Hamner, Kagan, Labuda, Lebsock, May, McCann, Mitsch Bush,  
Moreno, Pabon, Peniston, Pettersen, Primavera, Rosenthal, Ryden, Salazar, Schafer, Singer, Vigil, Williams, Young.

#### AN ACT

**CONCERNING EMPLOYER-PAID BENEFITS TO A FIREFIGHTER FOR CARDIAC ILLNESSES RESULTING FROM A STRENUOUS WORK EVENT, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.**

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, add part 3 to article 5 of title 29 as follows:

#### PART 3 FIREFIGHTER HEART AND CIRCULATORY MALFUNCTION BENEFITS

**29-5-301. Definitions.** AS USED IN THIS PART 3, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "EMPLOYER" MEANS A MUNICIPALITY, SPECIAL DISTRICT, FIRE AUTHORITY, OR COUNTY IMPROVEMENT DISTRICT THAT EMPLOYS ONE OR MORE FIREFIGHTERS. "EMPLOYER" DOES NOT INCLUDE A POWER AUTHORITY CREATED PURSUANT TO SECTION 29-1-204 OR A MUNICIPALLY OWNED UTILITY.

(2) "FIREFIGHTER" MEANS A FULL-TIME, ACTIVE EMPLOYEE OF AN EMPLOYER WHO REGULARLY WORKS AT LEAST ONE THOUSAND SIX HUNDRED HOURS IN ANY CALENDAR YEAR AND WHOSE DUTIES ARE DIRECTLY INVOLVED WITH THE PROVISION OF FIRE PROTECTION SERVICES.

(3) "HEART AND CIRCULATORY MALFUNCTION" MEANS A SUDDEN AND SERIOUS MALFUNCTION OF THE HEART AND CIRCULATORY SYSTEM AS OCCURS IN A DIAGNOSIS OF CORONARY THROMBOSIS, CEREBRAL VASCULAR ACCIDENT, MYOCARDIAL INFARCTION, OR CARDIAC ARREST AND THAT MEETS THE REQUIREMENTS OF SECTION 29-5-302 (6). "HEART AND CIRCULATORY MALFUNCTION" DOES NOT INCLUDE HYPERTENSION OR ANGINA.

(4) "VOLUNTEER FIREFIGHTER" MEANS A VOLUNTEER FIREFIGHTER AS DEFINED IN SECTION 31-30-1102, C.R.S.

(5) "WORK EVENT" MEANS STRESSFUL OR STRENUOUS ACTIVITY RELATED TO FIRE SUPPRESSION, RESCUE, HAZARDOUS MATERIAL RESPONSE, EMERGENCY MEDICAL SERVICES, DISASTER RELIEF, OR OTHER EMERGENCY RESPONSE ACTIVITY. "WORK EVENT" INCLUDES A TRAINING ACTIVITY THAT A FIREFIGHTER ENGAGES IN WHILE ON DUTY AND THAT INVOLVES STRESSFUL OR STRENUOUS ACTIVITY.

**29-5-302. Required benefits - conditions of receiving benefits.** (1) AN EMPLOYER SHALL MAINTAIN ACCIDENT INSURANCE, SELF-INSURE, OR PARTICIPATE IN A SELF-INSURANCE POOL OR A MULTIPLE EMPLOYER HEALTH TRUST IN ORDER TO PROVIDE THE BENEFITS SPECIFIED IN THIS SECTION FOR ITS FIREFIGHTERS. IN ADDITION, AN EMPLOYER MAY PROVIDE EQUIVALENT BENEFITS FOR VOLUNTEER FIREFIGHTERS.

(2) AN EMPLOYER SHALL PROVIDE THE FOLLOWING MINIMUM BENEFITS:

- (a) (I) A FOUR-THOUSAND-DOLLAR-LUMP-SUM PAYMENT IF A MEDICAL EXAMINATION REVEALS THAT A FIREFIGHTER HAS A HEART AND CIRCULATORY MALFUNCTION; AND
- (II) A ONE-THOUSAND-FIVE-HUNDRED-DOLLAR PAYMENT PER WEEK, UP TO A MAXIMUM OF SEVEN WEEKS, IF A FIREFIGHTER MADE AN EMERGENCY ROOM VISIT AND WAS HOSPITALIZED FOR UP TO FORTY-EIGHT HOURS FOR A HEART AND CIRCULATORY MALFUNCTION;
- (b) (I) A TWO-THOUSAND-DOLLAR PAYMENT PER WEEK, UP TO A MAXIMUM OF TWENTY-FIVE WEEKS, IF A FIREFIGHTER MADE AN EMERGENCY ROOM VISIT AND WAS HOSPITALIZED FOR MORE THAN FORTY-EIGHT HOURS FOR A HEART AND CIRCULATORY MALFUNCTION; OR
- (II) A TWO-THOUSAND-FIVE-HUNDRED-DOLLAR PAYMENT, UP TO A MAXIMUM OF EIGHTY WEEKS, IF A FIREFIGHTER HAS A HEART AND CIRCULATORY MALFUNCTION THAT PROHIBITS THE FIREFIGHTER FROM RETURNING TO EMPLOYMENT TO A POSITION THAT THE FIREFIGHTER IS TRAINED FOR OR REASONABLY COULD BE TRAINED TO PERFORM;
- (c) A PAYMENT OF UP TO TWENTY-FIVE THOUSAND DOLLARS FOR REHABILITATIVE EMPLOYMENT SERVICES RELATING TO A HEART AND CIRCULATORY MALFUNCTION;
- (d) A TEN-THOUSAND-DOLLAR PAYMENT IF A FIREFIGHTER INCURS COSMETIC DISFIGUREMENT RESULTING FROM A HEART AND CIRCULATORY MALFUNCTION; AND
- (e) IF THE COVERED HEART AND CIRCULATORY MALFUNCTION IS DIAGNOSED AS TERMINAL, THE FIREFIGHTER WILL RECEIVE A LUMP SUM PAYMENT OF TWENTY-FIVE THOUSAND DOLLARS AS AN ACCELERATED PAYMENT TOWARD THE BENEFITS DUE IN PARAGRAPHS (a) AND (b) OF THIS SUBSECTION (2).
- (3) THE RECEIPT OF A PAYMENT PURSUANT TO SUBPARAGRAPH (II) OF PARAGRAPH (a) OR SUBPARAGRAPH (I) OF PARAGRAPH (b) OF SUBSECTION (2) OF THIS SECTION DOES NOT PROHIBIT THE FIREFIGHTER FROM RECEIVING AN ADDITIONAL BENEFIT.
- (4) IF A FIREFIGHTER RETURNS TO THE SAME POSITION OF EMPLOYMENT AFTER A HEART AND CIRCULATORY MALFUNCTION, THE FIREFIGHTER IS ENTITLED TO THE BENEFITS IN SUBSECTION (2) OF THIS SECTION FOR ANY SUBSEQUENT HEART AND CIRCULATORY MALFUNCTION.
- (5) THE MAXIMUM AMOUNT THAT MAY BE PAID TO A FIREFIGHTER FOR EACH HEART AND CIRCULATORY MALFUNCTION IS TWO HUNDRED FIFTY THOUSAND DOLLARS.
- (6) THE BENEFITS AND MAXIMUM PAYMENT AMOUNT IN SUBSECTION (2) OF THIS SECTION ARE INCREASED BY THE SAME PERCENTAGE AND AT THE SAME TIME AS ANY FIRE AND POLICE PENSION ASSOCIATION INCREASE IN THE PENSION BENEFIT PAID TO ITS MEMBERS PURSUANT TO SECTION 31-31-407, C.R.S.
- (7) (a) THE BENEFITS PAID PURSUANT TO THIS SECTION MUST BE OFFSET BY ANY PAYMENTS MADE:
- (I) UNDER THE "WORKERS' COMPENSATION ACT OF COLORADO", ARTICLES 40 TO 47 OF TITLE 8, C.R.S.;
- (II) BY THE FIRE AND POLICE PENSION ASSOCIATION;
- (III) PURSUANT TO SOCIAL SECURITY OR A RETIREMENT PLAN; OR
- (IV) AS PART OF ANY OTHER EMPLOYER-PAID INCOME BENEFIT THAT IS MADE AS A RESULT OF A HEART AND CIRCULATORY MALFUNCTION.
- (b) THE OFFSETS SPECIFIED IN PARAGRAPH (a) OF THIS SUBSECTION (7) APPLY ONLY FROM THE DATE OF THE DETERMINATION OF ENTITLEMENT FOR THE PAYMENTS AND DO NOT REQUIRE THE REPAYMENT OF ANY MONEY RECEIVED PRIOR TO THE DETERMINATION.
- (8) THE BENEFITS IN THIS SECTION ARE REDUCED BY TWENTY-FIVE PERCENT IF A FIREFIGHTER SMOKED A TOBACCO PRODUCT WITHIN FIVE YEARS IMMEDIATELY PRECEDING THE WORK EVENT.
- (9) IN ORDER FOR A FIREFIGHTER TO BE ELIGIBLE FOR THE BENEFITS IN SUBSECTION (2) OF THIS SECTION, THE FOLLOWING CONDITIONS MUST BE MET:
- (a) PRIOR TO THE WORK EVENT THAT RESULTS IN A HEART AND CIRCULATORY MALFUNCTION AND AFTER THE FIREFIGHTER BECAME EMPLOYED BY AN EMPLOYER, THE FIREFIGHTER HAD A MEDICAL EXAMINATION THAT WOULD REASONABLY HAVE FOUND AN ILLNESS OR INJURY THAT COULD HAVE CAUSED THE HEART AND CIRCULATORY MALFUNCTION AND NO ILLNESS OR INJURY WAS FOUND AT THE MOST RECENT MEDICAL EXAMINATION;
- (b) THE FIREFIGHTER HAS AT LEAST FIVE YEARS OF CONTINUOUS, FULL-TIME EMPLOYMENT WITH AN EMPLOYER;

EXCEPT A VOLUNTEER FIREFIGHTER MUST HAVE FIVE YEARS OF CONTINUOUS SERVICE WITH THE SAME EMPLOYER; AND

(c) THE HEART AND CIRCULATORY MALFUNCTION OCCURRED DURING OR WITHIN FORTY-EIGHT HOURS AFTER A WORK EVENT.

(10) FOR THE PURPOSE OF EMPLOYER POLICIES AND BENEFITS, A HEART AND CIRCULATORY MALFUNCTION IS TREATED AS AN ON-THE-JOB INJURY OR ILLNESS. THIS SUBSECTION (10) DOES NOT AFFECT ANY DETERMINATION AS TO WHETHER THE HEART AND CIRCULATORY MALFUNCTION IS COVERED UNDER THE "WORKERS' COMPENSATION ACT OF COLORADO", ARTICLES 40 TO 47 OF TITLE 8, C.R.S.

(11) (a) THERE IS HEREBY CREATED IN THE STATE TREASURY THE FIREFIGHTER BENEFITS CASH FUND. THE FUND CONSISTS OF MONEYS APPROPRIATED FROM THE GENERAL FUND BY THE GENERAL ASSEMBLY. THE MONEYS IN THE FUND ARE SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY TO THE DEPARTMENT OF LOCAL AFFAIRS FOR THE PURPOSE OF REIMBURSING EMPLOYERS FOR THE DIRECT COSTS OF MAINTAINING ACCIDENT INSURANCE, SELF-INSURANCE, OR PARTICIPATION IN A SELF-INSURANCE POOL OR MULTIPLE EMPLOYER HEALTH TRUST AS REQUIRED BY THIS PART 3.

(b) THE DEPARTMENT OF LOCAL AFFAIRS SHALL REIMBURSE EMPLOYERS FOR THE DIRECT COSTS OF MAINTAINING ACCIDENT INSURANCE, SELF-INSURANCE, OR PARTICIPATION IN A SELF-INSURANCE POOL OR MULTIPLE EMPLOYER HEALTH TRUST AS REQUIRED BY THIS PART 3.

(12) IF, AT ANY TIME, THE FUNDING PROVIDED FOR THE BENEFIT REQUIRED BY THIS SECTION IS INSUFFICIENT TO COVER THE COST OF THE BENEFIT, THEN THE REQUIREMENTS OF THIS SECTION TO MAINTAIN THE BENEFIT SHALL BECOME OPTIONAL PURSUANT TO SECTION 29-1-304.5.

**SECTION 2.** In Colorado Revised Statutes, 10-3-903.5, amend (7) (b) introductory portion and (7) (b) (1) as follows:

**10-3-903.5. Jurisdiction over providers of health care benefits.** (7) (b) A multiple employer health trust is any trust which THAT is:

(1) Sponsored, maintained, and funded by one or more entities of state government or political subdivisions of the state organized pursuant to state law and is for the benefit of the entity's employees, INCLUDING A MULTIPLE EMPLOYER HEALTH TRUST ESTABLISHED FOR THE PURPOSES OF PART 3 OF ARTICLE 5 OF TITLE 29, C.R.S.; or

**SECTION 3.** In Colorado Revised Statutes, 24-10-115.5, amend (9) as follows:

**24-10-115.5. Authority for public entities to pool insurance coverage.** (9) In addition to liability coverage pursuant to subsection (1) of this section and property coverage pursuant to section 29-13-102, C.R.S., a self-insurance pool authorized by subsection (1) of this section may provide workers' compensation coverage pursuant to section 8-44-204, C.R.S., AND FIREFIGHTER HEART AND CIRCULATORY MALFUNCTION BENEFITS PURSUANT TO SECTION 29-5-302, C.R.S.

**SECTION 4.** In Colorado Revised Statutes, 29-13-102, amend (7) as follows:

**29-13-102. Authority for units of local government to pool insurance coverage.** (7) In addition to property coverage pursuant to subsection (1) of this section and liability coverage pursuant to section 24-10-115.5, C.R.S., a self-insurance pool authorized by subsection (1) of this section may provide workers' compensation coverage pursuant to section 8-44-204, C.R.S., AND FIREFIGHTER HEART AND CIRCULATORY MALFUNCTION BENEFITS PURSUANT TO SECTION 29-5-302.

**SECTION 5. Appropriation.** (1) In addition to any other appropriation, there is hereby appropriated, out of any moneys in the general fund, not otherwise appropriated, to the department of local affairs, for the fiscal year beginning July 1, 2014, the sum of \$53,795 and 0.6 FTE, or so much thereof as may be necessary, to be allocated to the division of local government for the implementation of this act as follows:

- (a) \$32,653 and 0.6 FTE for personal services and operating expenses;
- (b) \$20,960 for the purchase of computer center services; and
- (c) \$182 for the purchase of legal services.

(2) In addition to any other appropriation, there is hereby appropriated to the governor - lieutenant governor - state planning and budgeting, for the fiscal year beginning July 1, 2014, the sum of \$20,960, or so much thereof as may be necessary, for allocation to the office of information technology, for the provision of computer center services for the department of local affairs related to the implementation of this act. Said sum is from reappropriated funds received from the department of local affairs out of the appropriation made in paragraph (b) of subsection (1) of this section.

(3) In addition to any other appropriation, there is hereby appropriated to the department of law, for the fiscal year beginning July 1, 2014, the sum of \$182, or so much thereof as may be necessary, for the provision of legal services for the department of local affairs related to the implementation of this act. Said sum is from reappropriated funds received from the department of local affairs out of the appropriation made in paragraph (c) of subsection (1) of this section.

(4) In addition to any other appropriation, for the fiscal year beginning July 1, 2014, there is hereby appropriated, out of any moneys in the general fund not otherwise appropriated, to the firefighters benefits cash fund created in section 29-5-302 (11) (a), Colorado Revised Statutes, the sum of \$850,350, and said sum, or so much thereof as may be necessary, is further appropriated to the department of local affairs, for the implementation of this act.

**SECTION 6. Effective date.** This act takes effect January 1, 2015.

**SECTION 7. Safety clause.** The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: June 5, 2014

-----  
*Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.*

Session Laws of Colorado

Digest of Bills

General Assembly

State of Colorado

Office of Legislative Legal Services, State Capitol Building, 200 E Colfax Ave Ste 091, Denver, Colorado 80203-1782  
Telephone: 303-866-2045 | Facsimile: 303-866-4157  
Send comments about this web page to: [olls.ga@state.co.us](mailto:olls.ga@state.co.us)

The information on this page is presented as an informational service only and should not be relied upon as an official record of action or legal position of the State of Colorado, the Colorado General Assembly, or the Office of Legislative Legal Services.

# Colorado Firefighter Heart and Circulatory Benefits Trust

## Frequently Asked Questions (FAQ) Answer Sheet HEART AND CIRCULATORY MALFUNCTION BENEFIT PROGRAM

### FAQ from the Department of Local Affairs (DOLA)

#### *Frequently Asked Questions:*

**Q: Where in the statute is the Firefighter Heart and Circulatory Malfunction Benefits Fund (FFB) program created?**

**A:** Statutory authority for the FFB Program is located in Section 29-5-301, et seq., of the Colorado Revised Statutes.

**Q: Where is the FFB Reimbursement Form available?**

**A:** The Reimbursement Form and instructions will be posted on DOLA's website.

**Q: Who is a qualified "employer" for purposes of the FFB Program?**

**A:** The following entities are eligible to receive reimbursement as "employers" under the FFB Program: (1) a municipality that employs one or more firefighters; (2) a special district that employs one or more firefighters; (3) a fire authority that employs one or more firefighters; or (4) a county improvement district that employs one or more firefighters.

**Q: Who is a qualified "firefighter" for purposes of the FFB Program?**

**A:** To be qualified as a "firefighter," an individual must: (1) be an active sworn officer of the employer; (2) be a full-time employee of the employer who regularly works at least one thousand six hundred (1600) hours in any calendar year; (3) perform duties that are directly involved with the provision of fire protection services; and (4) have at least five years of continuous full-time employment with an employer.

**Q: What is DOLA's role in the FFB Program?**

**A:** For as long as there are sufficient moneys in the FFB Fund, DOLA will reimburse employers for the direct costs of obtaining insurance coverage plans that provide the benefits required by CRS 29-5-302 to qualified firefighters. DOLA staff will review and process employer reimbursement requests as well as administer the FFB Fund and monitor the Fund balance.

**Q: Where do I send my completed FFB Reimbursement Form?**

**A:** Send completed Reimbursement Forms and all supporting documentation to the Dept. of Local Affairs, Firefighters Heart & Circulatory Benefits Fund, 1313 Sherman St., Room 521, Denver, CO 80203.

**Q: Will actual injury claims be submitted to DOLA?**

**A:** No; only the direct costs incurred by qualified employers for obtaining an insurance coverage plan that provides the required benefits to qualified firefighters are eligible for reimbursement by DOLA.

**Q: Will DOLA reimburse employers who purchase the benefit for volunteers?**

**A:** No; DOLA will only reimburse qualified employers required to obtain an insurance coverage plan to provide heart and circulatory malfunction benefits to qualified firefighters.

### Frequently Asked Questions from the Trust Steering Committee

#### *What conditions qualify for benefits?*

**Heart and Circulatory Malfunction** refers only to a sudden and serious malfunction of the heart and circulatory system as occurs in a diagnosis of coronary thrombosis, cerebral vascular accident, myocardial infarction, and cardiac arrest. Heart and Circulatory Malfunction does not refer to conditions such as hypertension and angina.

## Colorado Firefighter Heart and Circulatory Benefits Trust

---

### *What are the coverage restrictions?*

- Must have 5-years of continuous service as a firefighter
- Medical exam prior to a heart condition that would have reasonably found the condition
- Discovery of a covered condition within 48-hours of a work event

### *What are the coverage offsets?*

- Coverage is offset by any other employer paid disability plan such as workers' compensation, FPPA, Social Security Disability, or retirement plan
- If a firefighter is a smoker, benefit levels are reduced by 25%

### *What is the employer responsible for?*

The statute requires \$250,000 Claim Limit inclusive of all payments. Payments will apply as follows:

- \$4,000 award where medical analysis reveals a **Heart or Circulatory Malfunction** exists and, where applicable, any one of the next three conditions are also present:
  - \$1,500 per week up to seven weeks for Emergency Room visit with admittance for less than 48-hours for a **Heart or Circulatory Malfunction**; or
  - \$2,000 per week for up to 25 weeks for Emergency Room visit with admittance for more than 48-hours for a covered **Heart or Circulatory Malfunction**; or
  - \$2,500 payment up to a maximum of 80 weeks for a covered **Heart or Circulatory Malfunction** that prohibits a firefighter from returning to employment to a position that the firefighter is trained for, or could reasonably be trained to perform
- \$25,000 Rehabilitative Employment services relating to **Heart or Circulatory Malfunction**
- \$10,000 Cosmetic Disfigurement resulting from **Heart or Circulatory Malfunction**
- \$25,000 Accelerated Benefit is an advanced payment if the firefighter is terminal; it is not additional funds
- Any disputes that cause a legal action

### *How can coverage be purchased?*

A Trust is being formed through Intergovernmental Agreement (IGA) by Colorado public entities to cover the required benefits of SB14-172. The projected cost is \$175 per firefighter. Each entity's Board of Directors must adopt a Resolution to join the Trust, sign the IGA, and remit funds prior to coverage inception. A *Contribution Proposal* and IGA with a member Resolution will be sent to all known eligible employers of firefighters who qualify for this coverage. If information is not received by December 1, 2014, please contact [lshi@mcgriff.com](mailto:lshi@mcgriff.com) for the IGA, Resolution, and a Proposal.

### *How does the Reimbursement work?*

- DOLA administers this reimbursement program. Instructions will soon be available on their website.
- Funds are already approved and available from DOLA and must be applied for by June 30, annually.
- No funds can be reimbursed until January 1, but applications for reimbursement can be made prior to January 1.
- Fill out the 2-page DOLA Reimbursement Application and certify: 1) number of qualifying firefighters; 2) attach copy of payment receipt; and 3) attach Coverage Documentation.
- Payments are processed on a first-come first-served basis if all information is provided. The actual process is 10 – 14 days but with 300 applications in January the wait time may be longer. If your application is not complete then DOLA will have to follow up for the missing information.
- The Trust anticipates issuing Coverage Proposals by late November 2014.

---

**DISCLAIMER:** This information is not dispersed as legal advice. It is a good-faith effort to explain our understanding of the intent of this Program.



## AGENDA ITEM #12

### CITY COUNCIL COMMUNICATION FORM

---

**FROM:** Shannon Flowers, Finance Director

**DATE:** December 11, 2014

**ITEM:** Resolution 14-23 A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Originally Appropriated in the 2014 Budget for the City of Central

**NEXT STEP:** Make a motion to adopt Resolution 14-23, A Resolution Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Originally Appropriated in the 2014 Budget for the City of Central

---

ORDINANCE  
 MOTION  
 INFORMATION

---

- I. **REQUEST OR ISSUE:** The City's 2014 Budget was adopted under Ordinance 13-16 on November 19, 2013. Over the course of 2014 there have been some several necessary expenditures that were not anticipated when adopting the 2014 Budget. The most significant of these expenditures was the Central City Parkway rockslide remediation that took place during the 3<sup>rd</sup> quarter of the year. The total cost of the remediation was approximately \$806,000. Although staff made a number of budgetary cuts across all funds and refrained from moving forward on a number of budgeted capital expenditures in order to lessen the impact of this project, the expenditure amounts originally appropriated in Ordinance 13-16 are not sufficient. Therefore, a supplemental appropriation is necessary in order to remain in compliance with statutory budget law.

Supplemental budget appropriations are necessary for the General, Historic Preservation and Public Property Trust Funds due to the above unanticipated expenditures. Resolution 14-23 adopts supplemental appropriations for these three (3) funds.

II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to adopt Resolution 14-23

III. **FISCAL IMPACTS:** As stated above three (3) of the City's funds require supplemental budget appropriations due to unanticipated expenses throughout the year. The funds and amounts of additional appropriations needed are shown below.

	<u>Original</u>	<u>Amended</u>	<u>Increase</u>
General Fund	\$4,469,610	\$4,610,000	\$140,390
Historic Preservation	\$ 433,794	\$ 540,000	\$106,206
Public Property Trust	\$ 103,628	\$ 227,075	\$123,447
<b>Total Increase in Appropriations</b>			<b>\$370,043</b>

The requested increases in allocations for all funds are reflective of the 2014 year-end actuals. All three of the funds requiring supplemental appropriations funded a portion of the CCP rockslide expenditures; the General Fund allocated \$301,084, the Historic Preservation Fund allocated \$278,456 and the Public Property Trust Fund allocated \$227,075. Other budgetary cuts, such as not rehiring Police and Public Works Department positions and making budgeted capital repairs in the Water Fund (with transfer from the HP Fund) were able to make up the remaining \$435,957 in rockslide expenditures.

IV. **BACKGROUND INFORMATION:** Please see attached Resolution 14-23.

V. **LEGAL ISSUES:** Adoption of Resolution 14-23 is necessary to ensure that the City remains in compliance with state budget laws. Not formally appropriating additional funding could put the City in violation of TABOR as well as other state laws.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

1. Adopt Resolution 14-23 as presented.
2. Adopt Resolution 14-23 with amendments.

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 14-23**

**A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO  
DEFRAY EXPENSES IN EXCESS OF AMOUNTS ORIGINALLY APPROPRIATED  
IN THE 2014 BUDGET FOR THE CITY OF CENTRAL**

**WHEREAS**, the City Council of the City of Central, Colorado adopted the 2014 budget via Ordinance 13-16; and

**WHEREAS**, the City Council is authorized pursuant to Section 10.10 of the Home Rule Charter to amend the budget after it is adopted; and

**WHEREAS**, there have been certain increases to expenditures that were not anticipated when the 2014 Budget or the supplemental appropriations were adopted; and

**WHEREAS**, the City Council desires to amend the 2014 Budget and to appropriate additional funds for such increased expenditures.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO;**

**Section 1.** The City Council hereby amends the 2014 Budget for the following funds as follows:

	<u>Original</u>	<u>Amended</u>
• General Fund	\$4,469,610	<b>\$4,610,000</b>
• Historic Preservation	\$433,794	<b>\$540,000</b>
• Public Property Trust	\$103,628	<b>\$227,075</b>

**Section 2.** The City Council hereby approves the following Supplemental Appropriations:

• General Fund	\$ 140,390
• Historic Preservation	\$ 106,206
• <u>Public Property Trust</u>	\$ 123,447
TOTAL Supplemental Appropriations	\$ 370,043

**Section 3.** This Resolution is effective upon adoption by City Council.

**ADOPTED THIS 16<sup>th</sup> DAY OF December, 2014.**

**CITY OF CENTRAL, COLORADO**

\_\_\_\_\_  
Ronald E. Engels, Mayor

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk