



SOUTHERN PARK COUNTY FIRE PROTECTION DISTRICT

Board of Directors

1745 County Road 102, Guffey, Colorado 80820
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RESOLUTION

No. 2026-03-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTHERN PARK COUNTY FIRE PROTECTION DISTRICT
CREATING THE POSITION OF FIRE CAPTAIN (PAID)
AND APPROVING THE FIRE CAPTAIN (PAID) JOB DESCRIPTION
AND AUTHORIZING AN EMPLOYMENT AGREEMENT**

Resolution No.: 2026-03-05

Adopted: March 13, 2026

Effective: March 13, 2026

RECITALS

WHEREAS, the Southern Park County Fire Protection District (the "District") is a Colorado special district duly organized and existing under the laws of the State of Colorado, C.R.S. Title 32, Article 1, with authority to provide fire protection and emergency medical services within its jurisdictional boundaries in southern Park County, Colorado;

WHEREAS, the District's Board of Directors (the "Board") is the governing body of the District and is authorized under C.R.S. § 32-1-1001 and the District's Bylaws to establish, modify, and abolish staff positions, define their duties, qualifications, and terms of employment, and to authorize employment agreements with qualified personnel;



WHEREAS, the District serves approximately 242 square miles of rural, wildland-urban interface terrain in southern Park County, Colorado, bordering Teller and Fremont counties, presenting sustained operational demands that require a full-time, skilled firefighter and emergency medical services presence to support the District Chief and volunteer crew;

WHEREAS, District Chief Aric Stahly has identified an operational need for a full-time Fire Captain (Paid) to assist with volunteer personnel administration, training program development and delivery, emergency response coverage, interagency coordination, wildland fire operations and billing, apparatus inspection and maintenance coordination, radio inventory management, fuels reduction programming, and incident reporting, thereby materially strengthening the District's capacity to fulfill its public safety mission;

WHEREAS, the Fire Captain (Paid) position reports directly to and serves under the direction of the District Chief, with authority to oversee volunteers and paid staff below rank during assigned shifts or in the District Chief's absence, limited to operational matters; the Fire Captain (Paid) has no independent executive authority and may not establish or amend District policy, approve major expenditures, or make final personnel decisions without prior District Chief approval; the Board of Directors retains ultimate governance, policy-making, and oversight authority pursuant to Bylaws Article III and C.R.S. Title 32;

WHEREAS, the Board has reviewed the Fire Captain (Paid) Job Description, Document No. 20260313_PERS_CaptJD_v1.0, adopted March 13, 2026, attached hereto as Exhibit 1, which defines the position's duties, authority limitations, performance expectations, minimum qualifications, work schedule, and governing standards, and has determined that the Job Description accurately reflects the operational needs of the District;

WHEREAS, the Board has reviewed the Fire Captain (Paid) Employment Agreement template, Document No. 20260313_PERS_CaptContract_v1.1, which governs compensation, probationary period, term, leave, wildland deployment, drug and alcohol testing, and all other conditions of employment, and has determined that its terms are consistent with applicable Colorado law including C.R.S. Title 32, the Colorado COMPS Order #40, and the District's Bylaws;

WHEREAS, the Employment Agreement establishes that the probationary period commences on the Execution Date — the date the Agreement is signed by the Board Chair on behalf of the Board — and expires six (6) months thereafter, severed from any retroactive compensation effective date; where an employee has performed services prior to execution of the Agreement, the Board hereby affirms that compensation for such period shall be paid by the District upon Agreement execution without additional claim by either party arising from the pre-signature period;

WHEREAS, the Employment Agreement requires the Fire Captain (Paid) to comply with SPCFPD Policy #100 (Drug and Alcohol Policy) and Policy #101 (Random Drug Testing Policy) as conditions of employment, including: pre-employment screening; random testing up to four (4) times per calendar year; post-incident and post-accident testing, which is independent of and does not count toward the four-test annual random limit; and reasonable suspicion testing; the Board hereby affirms these testing obligations as conditions of the position;

WHEREAS, the Job Description is incorporated into the Employment Agreement as Exhibit A and shall become effective and binding upon the Board's adoption of this Resolution, which constitutes formal Board approval for purposes of the Exhibit A effective date clause in the Employment Agreement;



WHEREAS, the Board has determined that compensation and other terms of employment for this position are consistent with applicable Colorado law, including the COMPS Order minimum salary threshold for FLSA-exempt status, and are fiscally responsible given the District's budget and operational needs; compensation terms specific to the initial appointee shall be confirmed and documented in the executed Employment Agreement;

WHEREAS, creation of this position does not require a mill levy increase or voter authorization, and is within the existing authority of the Board to administer District personnel and operations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern Park County Fire Protection District, Park County, Colorado, as follows:

- 1. Creation of Position.** The Board hereby creates the full-time staff position of Fire Captain (Paid) within the Southern Park County Fire Protection District. This position is established effective as of the Execution Date of the Employment Agreement authorized herein.
- 2. Approval of Job Description.** The Board hereby formally approves the Fire Captain (Paid) Job Description, Document No. 20260313_PERS_CaptJD_v1.0, attached hereto as Exhibit 1 and incorporated herein by reference. This approval constitutes the Board approval referenced in the Exhibit A effective date clause of the Employment Agreement, and the Job Description is effective as of the date of this Resolution. The District Chief is authorized to make minor administrative updates to the Job Description as operational needs require, provided that any material changes to duties, authority, qualifications, or compensation structure shall require Board approval.
- 3. Authority and Chain of Command.** The Fire Captain (Paid) shall report directly to and serve at the direction of the District Chief. All authority exercised by the Fire Captain (Paid) is delegated by and subject to the oversight of the District Chief. The Fire Captain (Paid) shall have no independent executive authority and may not establish or amend District policy, approve major expenditures, or make final personnel decisions without the District Chief's prior approval. In the District Chief's absence, the Fire Captain (Paid) serves as senior officer present for emergency response coordination only; all non-operational and governance matters are deferred to the District Chief or the Board. The Board of Directors retains ultimate governance, policy-making, and oversight authority pursuant to Bylaws Article III and C.R.S. Title 32.
- 4. Authorization of Employment Agreement.** The Board hereby approves the Fire Captain (Paid) Employment Agreement template, Document No. 20260313_PERS_CaptContract_v1.1, as the form of agreement for this position, and authorizes the Board Chair to execute the Agreement with the qualified individual appointed to this position by the District Chief. The Agreement shall take effect upon signature by the Employee, the District Chief, and the Board Chair (the "Execution Date"). The Board Chair's signature date on the Agreement shall constitute the Execution Date for all purposes, including commencement of the probationary period. Compensation terms specific to the appointee shall be confirmed by the Board prior to execution and documented in the Agreement.
- 5. Probationary Period.** The initial appointee to this position shall serve a six-month probationary period commencing on the Execution Date, as provided in the Employment Agreement. During the probationary period, the District may terminate employment without cause upon fourteen (14) days' written notice, or immediately for cause as specified in the Agreement. The Employee must provide thirty (30) days' written notice to terminate during probation.



Successful completion of the probationary period shall be confirmed in writing by the District Chief. The District may extend the probationary period for up to three (3) additional months in the District Chief's discretion, with written notice to the Employee and a documented improvement plan.

6. Retroactive Compensation. Where an Employment Agreement for this position is executed after the compensation effective date stated therein, the Board hereby pre-authorizes payment of salary for any period of service performed between the compensation effective date and the Execution Date. The Board recognizes that such retroactive salary is owed and shall be paid by the District without additional claim by either party arising from the pre-signature period. The District Treasurer shall ensure that all retroactive compensation is properly accounted for in the District's financial records.

7. Drug and Alcohol Testing. The Board affirms that as a condition of employment, the Fire Captain (Paid) shall comply with SPCFPD Policy #100 (Drug and Alcohol Policy) and Policy #101 (Random Drug Testing Policy) throughout the term of employment. Random testing shall not exceed four (4) times per calendar year. Post-incident and post-accident testing may be required following any incident in which the Employee is directly involved as operator or supervisor; such tests are independent of and do not count toward the annual random testing limit. Reasonable suspicion testing may be required at any time. Refusal to submit to any required test shall be treated as a positive result. The Board directs that Policies #100 and #101, currently in legacy status, be prioritized for rewrite and adoption as updated policies.

8. Exempt Status and Compensation. The Fire Captain (Paid) position is established as a full-time salaried exempt position under FLSA (29 U.S.C. § 213(a)(1)) and Colorado COMPS Order #40. Compensation shall be as set forth in the executed Employment Agreement at a level consistent with the applicable COMPS Order minimum salary threshold. The Board shall conduct or authorize an annual salary review on or around September 25 of each contract year, with any adjustments subject to Board approval and documented in a written amendment or successor agreement.

9. Annual Contract Basis. This position is established on an annual contract basis. Continuation of employment beyond the term of any approved Employment Agreement shall require Board approval of a renewal or successor agreement. Negotiations for continuation shall commence on or around September 25 of the contract year. Nothing in this Resolution creates a property interest in continued employment or obligates the Board to renew the position or maintain it in perpetuity.

10. Operational Resources. The Board hereby authorizes issuance to the Fire Captain (Paid) of a District-owned vehicle for use in the conduct of District duties, including emergency response, training, meetings, and wildland deployments, on a 24-hour basis given the on-call nature of the position. Personal use unrelated to District duties is prohibited. The Board further authorizes issuance of applicable personal protective equipment, radio equipment, system access credentials, and other operational resources necessary to perform the duties of the position, consistent with District policy and the approved budget.

11. Wildland Deployment Authorization. Subject to District staffing levels, in-district wildland fire conditions, and availability of qualified backfill, the District Chief is authorized to deploy the Fire Captain (Paid) and appropriate District equipment to state-managed or interagency wildland fire incidents consistent with the Employment Agreement and the District's Colorado Resource Rate Form (CRRF) agreements validated in WebEOC. The District shall seek reimbursement from the State via the Colorado Division of Fire Prevention and Control (DFPC) for all eligible costs including equipment, payroll, backfill, and direct costs as documented per DFPC guidelines. The District Chief may revoke or modify deployment authorization at any time based on District needs.



12. Budgetary Authorization. The Board hereby authorizes the expenditure of funds necessary to compensate the Fire Captain (Paid) in accordance with the executed Employment Agreement, including any retroactive compensation authorized herein. The District Treasurer and/or Secretary-Treasurer shall ensure that all payroll, withholdings, and associated employment costs are properly accounted for in the District’s budget and financial records, consistent with C.R.S. § 32-1-1001 and applicable law.

13. Equal Opportunity. The District is an equal opportunity employer. The Fire Captain (Paid) position shall be administered in compliance with applicable federal and state anti-discrimination laws, including Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e), the Americans with Disabilities Act, and C.R.S. § 24-34-401. Reasonable accommodations shall be provided as required by law.

14. Severability. If any provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of Directors at the regular meeting of the Board held on March 13, 2026.

PASSAGE AND ADOPTION

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Southern Park County Fire Protection District at a duly noticed regular meeting of the Board held on March 13, 2026, by the following vote:

Director	AYE	NAY	ABSTAIN
Sean English (Board Chair)	AYE	<input type="checkbox"/>	<input type="checkbox"/>
Mike Brandt (Secretary/Treasurer)	AYE	<input type="checkbox"/>	<input type="checkbox"/>
Mike Smith	AYE	<input type="checkbox"/>	<input type="checkbox"/>
Mike Parrish	AYE	<input type="checkbox"/>	<input type="checkbox"/>
	AYE	<input type="checkbox"/>	<input type="checkbox"/>



**ORIGINALS WITH SIGNATURES ON FILE AT STATION 1
ATTESTATION**

IN WITNESS WHEREOF, the undersigned, being the duly authorized officers of the Board of Directors of the Southern Park County Fire Protection District, hereby attest to the adoption of this Resolution.

Sean English, Board Chair
Southern Park County Fire Protection District

Mike Brandt, Secretary/Treasurer
Southern Park County Fire Protection District

Date: _____

Date: _____

CERTIFICATION

I, Mike Brandt, Secretary/Treasurer of the Board of Directors of the Southern Park County Fire Protection District, Park County, Colorado, hereby certify that the foregoing is a true and correct copy of Resolution No. **2026-03-05** duly adopted by the Board of Directors at a regular meeting held on March 13, 2026, at which a quorum was present and acting throughout.

Mike Brandt, Secretary/Treasurer
Southern Park County Fire Protection District

Date: _____

*Document No. 20260313_GOV_RES_2026-03-05 • Exhibit 1: Fire Captain (Paid) Job Description
(20260313_PERS_CaptJD_v1.0)
Employment Agreement: 20260313_PERS_CaptContract_v1.1*