



INTER-CANYON FIRE PROTECTION DISTRICT
MEETING OF DIRECTORS AGENDA
Via Zoom Webinar (until further notice)
February 10, 2021

1. Call to Order
2. Changes to Agenda
3. Approval of Absences
4. Acknowledge Guests
5. Approval of the minutes of the January 13, 2021 meeting.
6. Treasurers Report
 - a. December Report
7. Chiefs Report
 - a. General Updates
 - b. Mt. Morrison Contract
 - c. Triton Consolidation Study Contract
8. Officers Report
9. Building Committee Report
10. Professional Consultants Report - none
11. Unfinished business
12. New business and special orders
 - a. none
13. Executive session, if needed
14. Public input (for matters not otherwise on the agenda/3-minute time limit/no disrupting, pursuant to Section 18 9 108, C.R.S.)

Consistent with provisions of Section 18 9 108, C.R.S., district residents wishing to make a comment will have three minutes to speak and are asked to keep comments on topic and respectful.
15. Adjournment. (to be followed by signing of documents)

INTER-CANYON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
MINUTES OF MEETING
Virtual Meeting via Zoom
February 10, 2021

1. Call to Order:

The ICFPD Board meeting was called to order by Mike Swenson at 19:01 hours.

2. Changes to Agenda

3. Approval of Absences

Board Members Present:

Mike Swenson, President

Karl Firor, Treasurer

Bob Scott, Director

Dmitiry Pantyukhin, Director

Excused Absence:

Kerry Prielipp, Secretary

4. Guests Present

Barbara Davis

Deb Brobst, Canyon Courier

Sharon Trilk

Gayla Logan

Mike Swenson welcomed guests and advised, under public comment we will be able to enable live comments. We will go over details at that time. Each guest will have up to 3 minutes, please keep comments on topic and respectful.

5. Approval of Minutes

MOTION: There was a motion by Bob Scott with a second by Dmitiry Pantyukhin to approve the minutes from the January 13, 2021 Board Meeting. The motion passed unanimously.

6. Treasurer's Report

6a. Karl Firor reviewed the balance sheet showing a total balance of \$2,045,000. At the end of January there is \$8200 in accounts payable. Net income is at \$70k. The Profit and Loss Report shows revenue received of \$26k and \$96k paid out. Karl noted the budget comparison indicates revenue received was about \$13k more than in January 2020. Expenses are in line, we did spend \$21k for ongoing billing for the building. Next the accounts payable number \$8200 is made up of primarily the First Bank account, used for the purchase of the wheeled litter to help eliminate having to carry patients long distances out of park rescues. There remains \$62k in Purchase Orders reflecting ongoing commitments for communications, tank replacement, etc.

MOTION: There was a motion by Bob Scott with a second by Dmitriy Pantyukhin to approve the February 10, 2021 Treasurer's Report as presented. The Motion passed unanimously.

7. Chief's Report

Chief Shirlaw changed the order of agenda items and proceeded as follows.

a. Triton Consolidation Study Contract

Chief Shirlaw provided background on how the company had been chosen. Inter-Canyon, Indian Hills, North Fork and Elk Creek Fire are working together on potential consolidation and have been meeting since early 2020. We knew hiring a consultant to be prudent and it is a standard of approach with other districts that have consolidated. We want to rely on data and unbiased information. We posted a Request for Proposal (RFP) for about 60 days to which 3 companies responded. 2 of the 3 companies were chosen to present to the team. AP Triton was chosen based on scope of work, expertise, a strong wildland component and they were least expensive. Cost breakdown is not to exceed \$41k. It is common practice to cost share for a study, Inter-Canyon cost will be \$10k. Elk Creek cost is \$23k, Indian Hills \$4300 and North Fork \$1600. Chief Shirlaw indicated it was agreed by board and chiefs to have one attorney review the contract. Indian Hills Fire and Elk Creek Fire share an attorney making the shared attorney the best choice. Chief Ware has been chosen to sign on behalf of all 4 districts. Chief Shirlaw stated he is looking for approval by directors to move forward this evening. Mike Swenson indicated he heard both presentations and while the other consultant had expertise and a track record, from Mike's point of view, Triton has his support. Triton has a depth and breadth of expertise to bring to this project. After researching the company and the proposal he has no question Triton is the best company for the job. Bob Scott asked about the red lines in the draft, have those red lines proposed by the attorney been accepted. Chief Shirlaw believes changes have been accepted but will make sure. Elk Creek Board meets tomorrow night.

MOTION: There was a motion by Bob Scott with a second by Karl Firor to move forward with the consolidation study, at a cost to ICFPD of \$10k contracted through Elk Creek Fire with AP Triton as the consultant. The motion passed unanimously.

b. Mt. Morrison Contract

Chief Shirlaw noted the 2 incorrect items, the signature line for Foothills Fire and the length of contract. Chief Shirlaw suggested 10 years but stated he would love any advice from anyone. Bob Scott indicated he thinks 10 years is reasonable provided there is a reasonable out. Bob stated he is okay with escalators over the 10-year period. Chief Shirlaw agreed, escalators are usually about 3%. Chief Shirlaw stated Foothills Fire indicated they have not had any issues with Bear Creek Development Corp. Bob added it is reasonable to expect that if there are damages, they would be shared equitably. Mike Swenson asked if there is a power back up. Chief Shirlaw responded yes, at all 3 sites there are large commercial generators. There are a lot of federal agencies on the Mt. Morrison tower, the State Patrol is on the Doubleheader tower and Critchel is backed up well. Mike Swenson commended Chief Shirlaw for getting the price of the lease down. Mike asked, are we at a point to propose for board approval? Chief Shirlaw advised to wait for a clean document. Bob Scott asked if there is an idea as to how the generators are powered. Chief Shirlaw indicated diesel at all 3 sites, the Critchel tower has a battery as well. Bob Scott asked if access is easy for refilling sites year-round. Chief Shirlaw responded yes. Mike concluded the contract will be added to the March Agenda.

c. General Updates

Chief Shirlaw advised the new brush truck is at Av Tech having radio equipment installed. 651 is out of service and being taken down to ready for new work. Chief Shirlaw noted 95% of membership has been vaccinated. We are still wearing masks for training and PPE on calls. Chief Shirlaw indicated there are several grant applications in process for fuel mitigation and communications. Barbara Davis is working very hard and keeping us on task to get applications in on time. Thank you, Barbara.

Chief Shirlaw updated we have received some mechanical, engineering plans from F&D. We have a few edits and will be sending those back to Adam and his crew. There is no timeline yet on when we will have those plans. Bob indicated he has nothing additional. Chief Shirlaw noted there were some comments from Elk Creek Fire as well. We are waiting to see the reviewable CD's. Dmitry asked as to the expected time frame for the next round. Chief Shirlaw responded he does not know yet but possibly early March.

8. Officers Report

d. **Building Committee Report** –

10. **Professional Consultants Report** – None

11. **Unfinished Business** - None

12. **New Business and Special Orders**- None

13. **Executive session**, not needed

14. **Public Input** (for matters not otherwise on the agenda/3-minute time limit/no disrupting, pursuant to Section 18 9 108, C.R.S.)

15. Adjournment

There being no further business before the Board, the meeting was adjourned at 19:25 hours.
Minutes by Kelley D. Wood, District Administrator

Submitted by:



Karl Firor

Treasurer

ICFPD Board of Directors

Approved by:



Michael Swenson

President

ICFPD Board of Directors

Attachments:

1. Meeting Agenda
2. Treasurer's Report
3. Chief's Report
4. Draft Mt Morrison Contract
5. Draft Trinton Contract

Inter-Canyon Fire Protection District - New Balance Sheet Prev Year Comparison

As of January 31, 2021

	Jan 31, 21	Jan 31, 20	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
100-000 · Cash	2,045,181.43	1,861,286.78	183,894.65
Total Checking/Savings	2,045,181.43	1,861,286.78	183,894.65
Accounts Receivable			
120-000 · Accounts Receivable	1,382,178.52	1,382,178.52	0.00
Total Accounts Receivable	1,382,178.52	1,382,178.52	0.00
Other Current Assets			
140-143 · Prepaid Insurance	10,972.45	10,972.45	0.00
Total Other Current Assets	10,972.45	10,972.45	0.00
Total Current Assets	3,438,332.40	3,254,437.75	183,894.65
Fixed Assets			
170-000 · Capital Assets	2,769,783.97	2,769,783.97	0.00
Total Fixed Assets	2,769,783.97	2,769,783.97	0.00
Other Assets			
185-000 · Deferred Outflow	466,602.00	466,602.00	0.00
Total Other Assets	466,602.00	466,602.00	0.00
TOTAL ASSETS	6,674,718.37	6,490,823.72	183,894.65
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
200-200 · Accounts Payable	8,285.60	166,552.54	-158,266.94
Total Accounts Payable	8,285.60	166,552.54	-158,266.94
Other Current Liabilities			
200-209 · Deferred Revenue	1,356,548.85	1,356,548.85	0.00
200-225 · Accrued Liabilities	2,462.91	2,462.91	0.00
200-230 · Accrued PTO	5,202.83	5,202.83	0.00
Total Other Current Liabilities	1,364,214.59	1,364,214.59	0.00
Total Current Liabilities	1,372,500.19	1,530,767.13	-158,266.94
Long Term Liabilities			
210-399 · Net Pension Obligation	786,351.00	786,351.00	0.00
280-000 · Deferred Inflows	77,086.00	77,086.00	0.00
Total Long Term Liabilities	863,437.00	863,437.00	0.00
Total Liabilities	2,235,937.19	2,394,204.13	-158,266.94
Equity			
290-291 · Equity	3,155,777.20	3,155,777.20	0.00
290-300 · Net Assets - Prior Year	1,406,656.75	1,406,656.75	0.00
290-999 · Designated-Current	-372,610.23	-372,610.23	0.00
320-000 · Unrestricted Net Assets	319,011.61	-39,524.12	358,535.73
Net Income	-70,054.15	-53,680.01	-16,374.14
Total Equity	4,438,781.18	4,096,619.59	342,161.59
TOTAL LIABILITIES & EQUITY	6,674,718.37	6,490,823.72	183,894.65

Inter-Canyon Fire Protection District - New

Profit & Loss

02/03/21

January 2021

Accrual Basis

	<u>Jan 21</u>	<u>Jan 21</u>
Income		
300-000 · Revenues	24,420.27	24,420.27
300-660 · Donated Funds	1,735.00	1,735.00
Total Income	<u>26,155.27</u>	<u>26,155.27</u>
Gross Profit	26,155.27	26,155.27
Expense		
400-000 · Administrative	4,717.63	4,717.63
425-101 · Payroll & Benefits	38,513.49	38,513.49
500-000 · FireFighting	4,192.60	4,192.60
550-550 · EMS Services	9,594.16	9,594.16
600-000 · FF Apparatus/Equip Maintenance	3,446.66	3,446.66
660-000 · Firefighter General Expenses	308.97	308.97
670-000 · Station 1	2,559.11	2,559.11
680-000 · Station 2	516.00	516.00
690-000 · Station 3	1,932.78	1,932.78
691-000 · Station 4	1,097.13	1,097.13
692-000 · Station 5	672.63	672.63
700-000 · Communications	7,118.26	7,118.26
900-000 · Capital Expenditures	21,540.00	21,540.00
Total Expense	<u>96,209.42</u>	<u>96,209.42</u>
Net Income	<u>-70,054.15</u>	<u>-70,054.15</u>

**Inter-Canyon Fire Protection District - New
Profit & Loss Budget vs. Actual
January 2021**

	<u>Jan 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Income			
300-000 · Revenues	24,420.27	12,250.28	12,169.99
300-660 · Donated Funds	1,735.00	0.00	1,735.00
Total Income	<u>26,155.27</u>	<u>12,250.28</u>	<u>13,904.99</u>
Gross Profit	26,155.27	12,250.28	13,904.99
Expense			
400-000 · Administrative	4,717.63	3,694.00	1,023.63
425-101 · Payroll & Benefits	38,513.49	44,704.00	-6,190.51
500-000 · FireFighting	4,192.60	5,605.00	-1,412.40
550-550 · EMS Services	9,594.16	4,378.00	5,216.16
600-000 · FF Apparatus/Equip Maintenance	3,446.66	8,046.50	-4,599.84
660-000 · Firefighter General Expenses	308.97	600.00	-291.03
670-000 · Station 1	2,559.11	2,645.96	-86.85
680-000 · Station 2	516.00	1,414.51	-898.51
690-000 · Station 3	1,932.78	2,193.56	-260.78
691-000 · Station 4	1,097.13	1,353.94	-256.81
692-000 · Station 5	672.63	485.04	187.59
700-000 · Communications	7,118.26	831.27	6,286.99
900-000 · Capital Expenditures	21,540.00	194,170.00	-172,630.00
Total Expense	<u>96,209.42</u>	<u>270,121.78</u>	<u>-173,912.36</u>
Net Income	<u>-70,054.15</u>	<u>-257,871.50</u>	<u>187,817.35</u>

**Inter-Canyon Fire Protection District - New
A/P Aging Detail
As of January 31, 2021**

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Bill	01/24/2021	1/24/21 ...	First Bank	02/03/2021		6,344.62
Bill	01/25/2021	0535-00...	Republic Services #535	02/04/2021		185.45
Bill	01/26/2021	717522...	Xcel Energy	02/05/2021		399.95
Bill	01/28/2021	1/28/21 ...	Homestead Water	02/07/2021		80.19
Bill	01/31/2021	1/31/21 ...	Holly Shirlaw	02/10/2021		5.39
Bill	01/31/2021	164151	Sandy Onken	02/10/2021		70.00
Bill	12/12/2020	288327	Mike Onken	02/12/2021		160.00
Bill	01/09/2021	288326	Mike Onken	02/19/2021		480.00
Bill	01/16/2021	288328	Mike Onken	02/26/2021		560.00
Total Current						8,285.60
1 - 30						
Total 1 - 30						
31 - 60						
Total 31 - 60						
61 - 90						
Total 61 - 90						
> 90						
Total > 90						
TOTAL						8,285.60

**Inter-Canyon Fire Protection District - New
OPEN PURCHASE ORDERS
January 2020 through January 2021**

Date	Num	Name	Source Name	Memo	Deliv Date	Qty	Rcv'd	Backordered	Amount	Open Balance
Parts										
Comms Study										
05/14/2020	20-008	Pericle Communic...	Pericle Communic...	Consulting ...	05/14/2020	1	0	1	38,792.50	38,792.50
Total Comms Study						1	0	1	38,792.50	38,792.50
EMS Supplies										
01/15/2021	21-0...	Suzannah Epperson	Suzannah Epperson	Reiburseme...	01/15/2021	1	0	1	1,353.61	1,353.61
Total EMS Supplies						1	0	1	1,353.61	1,353.61
FF Reward										
01/04/2021	21-0...	MES Rocky Mount...	MES Rocky Mount...	Christmas Zi...	01/04/2021	35	0	35	4,375.00	4,375.00
Total FF Reward						35	0	35	4,375.00	4,375.00
Firefighting Equipment										
01/04/2021	21-0...	Front Range Fire ...	Front Range Fire ...	Key hose Ec...	01/04/2021	10	0	10	3,860.00	3,860.00
Total Firefighting Equipment						10	0	10	3,860.00	3,860.00
Firefighting Tools										
01/04/2021	21-0...	Front Range Fire ...	Front Range Fire ...	Key hose w...	01/04/2021	3	0	3	492.00	492.00
Total Firefighting Tools						3	0	3	492.00	492.00
SCBA Replacement										
10/07/2020	20-025	MES Rocky Mount...	MES Rocky Mount...	4500 SCBA ...	10/07/2020	5	0	5	5,875.00	5,875.00
Total SCBA Replacement						5	0	5	5,875.00	5,875.00
Station 4 Radio Tower										
09/01/2020	20-021	Ridgeline Enginee...	Ridgeline Enginee...	Radio Tower...	09/01/2020	1	0	1	7,300.00	7,300.00
Total Station 4 Radio Tower						1	0	1	7,300.00	7,300.00
Total Parts						56	0	56	62,048.11	62,048.11
TOTAL						56	0	56	62,048.11	62,048.11



INTER-CANYON FIRE PROTECTION DISTRICT

ICFPD BANK STATEMENTS
ARE AVAILABLE BY REQUEST

PLEASE CONTACT
DISTRICT ADMINISTRATOR KELLEY WOOD

303-697-4413

kwood@icfpd.net

Inter-Canyon Fire Protection District - New
Reconciliation Summary
100-106 · First Bank Checking, Period Ending 01/31/2021

	<u>Jan 31, 21</u>
Beginning Balance	196,145.38
Cleared Transactions	
Checks and Payments - 64 items	-81,816.06
Deposits and Credits - 8 items	26,049.14
	<u>-55,766.92</u>
Total Cleared Transactions	
Cleared Balance	<u>140,378.46</u>
Uncleared Transactions	
Checks and Payments - 37 items	-39,418.37
Deposits and Credits - 1 item	350.00
	<u>-39,068.37</u>
Total Uncleared Transactions	
Register Balance as of 01/31/2021	<u>101,310.09</u>
New Transactions	
Deposits and Credits - 1 item	1,000.00
	<u>1,000.00</u>
Total New Transactions	
Ending Balance	<u>102,310.09</u>

12:47 PM

02/02/21

**Inter-Canyon Fire Protection District - New
Reconciliation Summary
100-105 · ColoTrust Account, Period Ending 01/31/2021**

	<u>Jan 31, 21</u>
Beginning Balance	1,932,528.74
Cleared Transactions	
Deposits and Credits - 1 item	<u>79.35</u>
Total Cleared Transactions	<u>79.35</u>
Cleared Balance	<u>1,932,608.09</u>
Register Balance as of 01/31/2021	1,932,608.09
Ending Balance	1,932,608.09

12:48 PM

02/02/21

**Inter-Canyon Fire Protection District - New
Reconciliation Summary
100-107 · First Bank Savings, Period Ending 01/31/2021**

	<u>Jan 31, 21</u>
Beginning Balance	11,263.16
Cleared Transactions	
Deposits and Credits - 1 item	<u>0.09</u>
Total Cleared Transactions	<u>0.09</u>
Cleared Balance	<u>11,263.25</u>
Register Balance as of 01/31/2021	11,263.25
Ending Balance	11,263.25

Date:	Amount:	Description:	Total:
12/28/2020	\$137.94	MFI medical, reusable SpO2 sensor	\$6,344.62
1/6/2021	\$5,700.00	Cascade rescue, Litter package	
1/7/2021	\$55.20	Fuel for command vehicle	
1/7/2021	\$90.00	Egnyte	
1/13/2021	\$41.80	Zoom	
1/17/2021	\$263.64	Bluehost	
1/21/2021	\$56.04	Fuel for command vehicle	

LEASE (Draft dated 1/15/2021)

This LEASE is made this ____ day of _____, 2021, by and between **Bear Creek Development Corporation**, a Colorado corporation ("Lessor"), and **Inter-Canyon Fire Protection District**, a Title 32 Special District ("Lessee"). Lessor and Lessee collectively are referred to as the "Parties".

WITNESSETH:

WHEREAS, Lessor is the owner of a tract of land on Mt. Morrison, Jefferson County, Colorado, approved for telecommunication facilities by Board of County Commissioner Resolution CC03-119, said tract being described as follows:

The North 650 feet of the East 750 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, Township 4 South, Range 70 West of the 6th P.M., Jefferson County, Colorado, (North Site, "Site");

WHEREAS, the Site consists of the telecommunication building ("Building"), connecting ice bridge with Master FM Antenna, ("Ice Bridge"), Tower base for Master FM Antenna ("Tower Base") and emergency power generator;

WHEREAS, Lessee has received from the Federal Communications Commission ("FCC") under FCC Rules Part 90, two-way radio, for Denver, Colorado, approval to construct and operate a repeater system transmitting on 151.3175 MHz at a power of 50 watts ERP and receiving on 155.5575 MHz. Lessee's transmitter is at 465.5 MHz at a power of 11 watts ERP, receiving on 460.5 MHZ; ("Station"); Please insert correct information for your installation.

WHEREAS, Lessor will make space available in the Building, and on the Tower Base as defined by plans and specifications made a part of this Lease;

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain rights with respect to the Tower Base and a portion of the Building;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, Lessor does hereby demise and lease unto Lessee, and Lessee does hereby lease and take from Lessor, certain rights with respect to the Site as hereinafter described:

1. Rights Leased

Lessor hereby leases to Lessee, collectively referred to as the "Leased Property":

(a) Building: Approximately three (3) square feet of space in the lower level of the Building for one equipment rack set forth on Exhibit A ("Building Space")

(b) Tower Base: Space on the Tower Base sufficient to mount two three-foot diameter dishes described on Exhibit B ("Lessee's Equipment List").

(c) Access: Lessor shall make available to Lessee access, on a nonexclusive basis, to and from the Site consistent with those easements that are a matter of public record as of the date hereof and as subsequently recorded ("Easements"). Lessor further assigns to Lessee, on a nonexclusive basis, such rights of access as Lessor may have under the Easements. Lessor's grant of Site access shall not be construed as giving Lessee any rights superior to or inconsistent with Lessor's rights under the Easements.

2. Permitted Uses

(a) Lessor grants to Lessee the right, during the term of this Lease, and subject to the conditions contained herein, to operate a repeater station under FCC Rules Part 90 transmitting on _____ MHz at a power of _____ watts ERP and receiving on _____ MHz. and a transmitter at _____ MHz at a power of _____ watts ERP, receiving on _____ MHz. Lessee shall undertake no improvements or alterations to the Leased Property, other than as described herein, without the prior written approval of Lessor. Lessee will be permitted, without Lessor's prior approval, written or otherwise, to maintain and repair its equipment. Lessee is limited to equipment and frequencies as indicated in Exhibit B. **Please update for your specific equipment.**

(b) The City and County of Denver operates certain public safety radio systems from another tower owned by Lessor on Mt. Morrison, referred to as the "South Site". Lessee is responsible, at its own expense, for protecting the City and County of Denver systems at all times from harmful interference arising from Lessee's station in accordance with agreements between Lessor and the City and County of Denver attached hereto as Exhibit C, ("Denver Agreements").

(c) Lessee agrees that its use shall not interfere with the signals transmitted by other existing or future users of the Leased Property ("Site Users") or with users of Lessor's Mt. Morrison South Site. Lessor agrees to include language in leases with future Site Users that they shall not interfere with the signals transmitted by Lessee. See also "Interference Related Procedures" in Section 8.

(d) Lessee, its employees, agents and contractors shall access the Site only as provided in Section 9. Lessee shall have access to the Building at all times without prior notice to Lessor.

(e) This Lease is subject to Jefferson County Board of County Commissioners Resolution CC03-119, which includes certain land use restrictions. Lessee shall comply with these restrictions to the extent applicable.

(f) Changes to transmit frequency and/or ERP, are not authorized without Lessor's written approval.

(g) Lessee shall at all times comply with the Site Minimum Technical Standards, attached as Exhibit D, ("Minimum Technical Standards"), as they may be updated from time to time.

3. Term, Rent and Related Costs

(a) Term and Rent Commencement Date. The term of this Lease shall be for a period of _____ years commencing _____ 1, 2021. Lessee's right to occupy and use the Leased Property shall become effective upon execution of this Lease to facilitate equipment installation.

(b) Rent and Annual Escalator. The starting rent, ("Base Rent") shall be **\$600** per month. On _____ 1st of each year, the monthly rent then in effect will be adjusted by the greater of adding 3% or the percentage of increase, if any, in the Consumer Price Index ("CPI") in the immediately prior twelve-month period for which CPI statistics are available. For the purposes of this paragraph, the CPI shall mean the Consumer Price Index for All Items for All Urban Consumers, U.S. City Average, (1982-1984 = 100), published by the Bureau of Labor Statistics of the Department of Labor of the United States Government. If during the term of this Lease, the CPI should be discontinued or converted to a different standard, Lessor shall be entitled to adopt a converted or substitute index which is generally adopted by analysts for use as a substitute for the CPI.

(c) Electricity. Tenant shall have the option to install its own downstream electric meter to log its electricity usage, or may elect to a mutually-agreed upon monthly amount with Landlord. Landlord shall bill Tenant for said electricity usage.

(d) Common Area Maintenance Fee. Lessee shall pay, when billed for the same by Landlord, its prorata share of the common area maintenance, ("CAM"). CAM fees include repair/maintenance of the entrance gate, access road, fire suppression system, AC, portable toilet, security system including perimeter fence, and backup generator. Expenses shall be prorated among the Site Users based upon average monthly kWh usage for the preceding 12-month period.

(e) Telecommunications. Telephone, internet, fiber and any other type of telecommunications service required by Lessee will be at Lessee's option and expense.

4. Compliance with Regulations.

Lessee agrees to comply with all building and other laws, codes and regulations of applicable government authorities.

5. Subordination; Quiet Enjoyment

This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now placed upon real or personal property at the Site, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This Lease shall also be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security hereafter placed upon real or personal property at the Site, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that each mortgagee, trustee, lender, or beneficiary named in said document or documents shall agree to recognize the interest of Lessee under this Lease in the event of foreclosure, if Lessee is not then in material default beyond any applicable cure periods, pursuant to a recordable subordination, non-disturbance and attornment agreement reasonably acceptable to all parties. Notwithstanding any subordination, Lessee's right to quiet possession of the Leased Property shall not be disturbed if Lessee is not in material default and so long as Lessee shall pay the Base Rent and the Additional Rent and observe and perform all the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

Lessor covenants and agrees that, provided Lessee is not in default and keeps, observes, and performs the covenants and agreements of Lessee contained in this Lease, Lessee shall have quiet and peaceable possession of the Leased Property and such possession shall not be disturbed or interfered with

by Lessor or by any person claiming by, through, or under Lessor, except as otherwise expressly permitted by any provision of this Lease.

6. Conditions Precedent

Lessee's use of the Leased Property shall be subject to the following conditions precedent upon written request by Lessor:

(a) Lessee shall have provided to Lessor copies of all necessary approvals from appropriate governmental authorities relating to its use of the Leased Property.

(b) Upon request by Lessor, Lessee will furnish Lessor information necessary to conduct a radio frequency interference study, to be conducted by a consulting engineer at Lessee's expense.

7. Liability Insurance

(a) Lessee shall indemnify, defend and hold Lessor harmless, from and against any and all losses, damages, claims, costs and expenses of any kind, including reasonable attorneys' fees, arising from any material breach by Lessee of any provision of this Lease, including, without limitation, Lessee's transmission of RF radiation. Lessor shall have the right to participate at its own expense in the defense of any action, suit, or proceeding arising therefrom that is commenced. Lessee shall, at its sole expense, obtain and keep in force a policy of comprehensive general liability insurance insuring Lessor against any liability arising out of Lessee's use or occupancy of the Site, the Leased Property, and any other improvements erected by or at the direction of Lessee. Such insurance policy shall be issued by a company satisfactory to Lessor, shall name Lessor as an additional insured with waiver of subrogation, and shall be in an amount sufficient to afford minimum protection of not less than Two Million Dollars (\$2,000,000) combined single limit coverage for bodily injury and death, property damage, personal injury, or any combination thereof. Lessee will be permitted to provide the coverage required by this subsection through the use of a policy or policies of umbrella insurance coverage. Lessee shall furnish Lessor with certificates of insurance evidencing such coverage by June 1, 2019 and annually upon insurance renewal.

(b) Notwithstanding the foregoing indemnifications, each party agrees to waive, as against the other party, but not with respect to any third parties, any and all claims for special, incidental, or consequential damages, or for lost profits, whether or not foreseeable.

(c) Each party shall be released from any liability resulting from damage by fire or casualty, irrespective of the cause of such fire or casualty, upon the express proviso that, if at any time their respective insurers shall refuse to permit waivers of subrogation, Lessor or Lessee may in each instance revoke said waiver of subrogation, effective thirty (30) days from the date of notice to the other, unless within such thirty-day (30) period, the other is able to secure and furnish without additional expense insurance in other companies with such waiver of subrogation, or if such waiver can only be obtained at additional expense, if the other agrees to such additional expense.

8. Interference-Related Procedures

(a) Lessee acknowledges and agrees that other Site Users are transmitting along with Lessee, and that coordination among Lessor, Lessee, and other Site Users is necessary to avoid or minimize

interference. Lessor agrees to use commercially reasonable efforts to perform such coordination on a continuing basis. Notwithstanding the foregoing, should Lessor at any time make the determination that Lessee's operations are causing radio frequency interference to the operations or transmissions of any other Site User, or South Site User, Lessor shall so notify Lessee by telephone or in writing, providing an explanation of the reasons for Lessor's determination.

(b) If Lessee's equipment or operations cause radio frequency interference to the operations or transmissions of any other Site User, as determined by Lessor in its reasonable discretion, and if the interference is not eliminated within 48 hours after written notice from Lessor, then Lessor may, at Lessee's expense, terminate said interference by any means Lessor deems necessary, including terminating this Lease pursuant to Section 11. Lessor shall enforce this same provision in leases with other Site Users on Mt. Morrison as to interference received by Lessee's operations or equipment.

(c) If the source of the interference is in question, Lessee, may at its expense retain such engineering or other consultants acceptable to Lessor to quickly establish if the cause of such interference is Lessee's equipment. If Lessor, based on reasonable inquiry and evaluation, disputes Lessee's consultant's findings or if Lessee declines to retain such consultant, Lessor may require Lessee to reimburse Lessor for the cost of an interference study, to include radio frequency measurements. The purpose of this interference study is to identify the problem or show that the potential problem is not caused directly or indirectly, wholly or partially by Lessee's equipment or operations. This study shall be conducted by Lessor's Consulting Engineer.

(d) Following receipt of written notice from Lessor, Lessee shall immediately, at its own expense, take reasonable action to eliminate such interference. To correct interference problems, Lessee agrees, at Lessee's expense, to install cavity-type bandpass filters, notch filters, isolators, or such other interference mitigation equipment as reasonably determined by Lessor to be necessary. These equipment items are in addition to the minimum equipment required in the Minimum Technical Standards. The minimum equipment items shall be installed regardless. In the event Lessor reasonably determines that such interference cannot be eliminated in a manner consistent with the continued operation of Lessee's Station, this Lease shall terminate, and no party shall have any further obligation to the other. Lessee shall provide to Lessor a telephone number at which Lessor may contact Lessee's authorized representative, at any time, to provide the interference-related notice set forth in this section. Lessee shall notify Lessor immediately of any change in this information.

(e) Lessor hereby covenants and agrees that it will cause to be included in any lease, license or agreement it enters into after the date of this Lease pursuant to which rights to broadcast, transmit or receive transmissions on the Site are granted to any third party, provisions substantially similar to those contained in Section 8(a) through 8(d) above.

9. Restricted Access to Ice Bridge

(a) Lessee, its employees, agents and contractors (collectively the "Workers"), shall not access the Ice Bridge or the Master FM antenna at the east end thereof. In the event Lessee's Workers need to access the Ice Bridge, said access must have prior approval of Lessor. To obtain Lessor's approval, Lessee shall contact Jeff Bradley at 303-697-1600 or cell phone at 303-570-4132, "Site Supervisor" and advise the Site Supervisor of the precise time and day of such access, the purpose of the access, and the names and positions of the Workers desiring access. The Site Supervisor shall determine the health, safety or

interference considerations with regard to the proposed access and shall establish such conditions of access as the Site Supervisor, in his sole discretion.

(b) Without regard to negligence or fault (excepting gross negligence or willful misconduct) on the part of Lessor, its agents, contractors, employees, or other Site Users, Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any personal injury to, or death of, any person or person, including, without limitation, the Workers, and any loss, damage, defacement, or destruction of property arising out of or in connection with the presence of the Workers or any activity undertaken by the Workers while on the Site.

10. Maintenance and Repairs

(a) Lessee and other Tower Users shall cease transmitting for such periods as Lessor may reasonably determine to be necessary to enable Lessor, Lessee, or other Tower Users to maintain or repair the Tower, Master Antenna, or any other facilities located at the Site without exposing workers to potentially hazardous levels of RF radiation. Lessor shall make such determinations based upon the standards adopted by the FCC, other applicable local, state or federal bodies, and such other RF radiation standards as Lessor may reasonably determine to be appropriate in light of other factors, including, without limitation, guidelines which may be issued from time to time by industry groups, developing scientific evidence and judicial decisions ("RF Radiation Protection Standards"). Lessor shall notify Lessee and Lessee shall notify Lessor at least five (5) days in advance of any routine maintenance that would require cessation of transmissions. Lessor in consultation with Lessee shall seek to schedule such routine maintenance so as to minimize adverse effects on the operation of Lessee's Station. Lessee agrees that in the event of a material breach of this provision, in addition to any other remedies Lessor may have, Lessor may, at Lessee's sole liability and expense, take any and all action that may be required to shut down Lessee's transmissions.

(b) Lessor hereby covenants and agrees that it will cause to be included in any lease it enters into after the date of this Lease pursuant to which rights to broadcast, transmit or receive transmissions on the Site are granted to any third party, provisions substantially similar to those contained in Section 10(a) above.

11. Default by Lessee

In the event that, at any time any of the following conditions is present, Lessor may at any time, upon notice to Lessee declare this Lease terminated and re-enter the Leased Property, with or without process of law, and remove and store all equipment and property of Lessee at the expense and risk of, and for the account of, Lessee, all without prejudice to any other remedies which may be available to Lessor under Colorado law, including recovery of the remaining rent due under this Lease and for any damages to the Leased Property resulting from the removal of Lessee's equipment.

(a) Lessee fails to pay Rent when due and such default continues for twenty (20) business days after written notice from Lessor to Lessee specifying the default;

(b) In the reasonable judgment of Lessor, Lessee's transmissions violate any RF Radiation

Protection Standards, either alone or by cumulative effect with the operations of Lessor and other Site Users, and Lessee does not cure such violation promptly after receiving notice from Lessor; or

(c) Lessee defaults in the performance of any other covenant or agreement whatsoever to be performed by Lessee under the Lease, and such default pursuant to this section continues for thirty (30) days after Lessor has given Lessee written notice of the default, unless the curing of said default reasonably requires more than thirty (30) days, in which case, provided that Lessee commences said curing within such thirty-day (30) period and thereafter diligently pursues it, Lessee shall have such time to cure as may be reasonable in the circumstances.

(d) Lessor shall have no obligation to mitigate Lessee's damages by attempting to locate a substitute tenant for the Leased Property. Lessee shall be liable for, and shall save Lessor harmless from and against, any and all losses, damages, claims, costs, and expenses of any kind, including reasonable attorneys' fees, arising from a default by Lessee.

12. Procedures Upon Termination

Within thirty (30) days of termination of this Lease for any reason, and subject to the provisions of Section 11, Lessee, at its own expense, shall remove from the Leased Property its transmitting and associated equipment.

13. Assignment

Lessee may not assign or encumber any of its rights or obligations under this Lease without the prior written consent of Lessor.

14. Entire Agreement

This Lease contains the entire understanding between the Parties with respect to the subject matter herein and may not be modified except by an instrument in writing executed by the Parties.

15. Limitation of Liability

ALL EXPRESS AND IMPLIED WARRANTIES REGARDING LESSOR'S DETERMINATIONS AND OTHER CONDUCT WITH RESPECT TO RF RADIATION PROTECTION STANDARDS ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Lessee shall be solely responsible for insuring that its facilities do not emit hazardous levels of radiation to workers at the Site or to the general public. ..

16. Governing Law

If any provision of this Lease shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions hereof. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Colorado.

17. Notice

Except as provided in Section 8 herein, all notices, demands, and requests required to be given by one party to the other shall be in writing and shall be either hand-delivered, emailed, sent by facsimile, or by certified mail, addressed to the other party set forth below, or at such other address as either party may designate in writing. Any notice given as provided herein shall be deemed to have been delivered on the date personally served, as evidenced by electronic date or U.S. Postal Service's return receipt.

If to Lessee: Foothills Fire Protection District
Attn: Alan Anderson, Chief
28812 Rainbow Hill Road
Evergreen, CO 80439
Phone: (303) 526-0707
Email: alananderson@foothillsfire.org

If to Lessor: Bear Creek Development Corporation
Attn: Jeffrey Bradley, President
P.O. Box 465
Morrison, CO 80465
Phone: 303-697-1717
Fax: 303-697-1718
Email: bearcreekdev@integrity.com

18. Counterparts

This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken-together shall be but a single instrument.

19. Severability

Nothing contained in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Lease and any statute, law, ordinance, order or regulation, such statute, law, ordinance, order or regulation shall prevail; provided, however, that in such event the provisions of this Lease so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement.

20. Liens

Lessee shall have no right, authority, or power to bind Lessor, or any interest of either in the Site, for the payment of any claim for labor or material, or for any charge or expense incurred in the construction of Lessee's improvements at the Site, nor to render the Site liable for any lien or right of lien for any labor, material, or any other charge or expense incurred in connection therewith, and Lessee agrees that it shall not permit any mechanics' or materialmens' liens to be levied against the Site for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or to Lessee's agents or contractors in connection with work of any character performed or claimed to have been performed at the Site by or at the direction of Lessee. Should any attachment or other lien be allowed to exist by Lessee in violation of this paragraph, Lessee shall be permitted thirty (30) days from the time of said violation to post

a bond covering one and one-half (1.5) times the amount of said lien and, in such event, Lessee shall not be required to remove said lien until issuance of a non-contestable judgment that the amount(s) represented by said lien are due and owing.

21. Headings

The descriptive headings of the several sections and paragraphs of this Lease are inserted for convenience only and do not constitute a part of this Lease.

23. No Waiver

The failure of any party to insist upon strict performance of any obligation hereunder shall not constitute a waiver of such party's right to demand strict compliance therewith in the future.

24. Number and Gender

Whenever required by the context, the singular number shall include the plural and the masculine or neuter gender shall include all genders.

25. Holding Over

If Lessee remains in possession of the Leased Property or any part thereof after the expiration of the Initial or Renewal Term, and without the written consent of Lessor, the monthly rent shall be one and one-half (1.5) times the then current Base Rent.

26. Time of Essence

Recognizing the importance of the time deadlines specified herein, the parties hereto agree that time shall be of the essence with respect to this Lease.

27. Successors and Assigns

Subject to provisions hereof regarding assignment, this Lease shall bind the parties, their personal representatives, successors and assigns.

28. Representations and Warranties

Each party represents and warrants to the other that: (i) it is a corporation organized and in good standing under the laws of the state of its incorporation; (ii) it is authorized to do business in the State of Colorado; and (iii) it has full corporate authority and power to enter into this Lease and carry out all of the terms, conditions, and obligations thereof assumed by it.

29. Confidentiality and Recording

The parties acknowledge and agree that the existence, terms, and/or copy of this Lease may have to be disclosed to governmental authorities. The parties agree to maintain the confidentiality of rent amounts and other provisions of this Lease to the extent permitted by law. Whenever possible, rent and other fee amounts shall be redacted from copies submitted to governmental authorities. This Lease shall not be recorded.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first above written.

BEAR CREEK DEVELOPMENT CORPORATION

By: _____
Jeffrey N. Bradley, President
Lessor

INTER-CANYON FIRE PROTECTION DISTRICT

By: _____
Skip Shirlaw, Chief
Lessee

APPENDIX

Definitions	Page
Base Rent	3
Building	1
CAM Fee	3
CPI	3
Easements	2
Ice Bridge	1
Leased Property	1
Parties	1
RF Radiation Protection Standards	6
Site	1
Site Supervisor	6
Site Users	2
South Site	2
Station	1
Tower Base	1
Workers	5

Exhibits	Letter
Building Space	A
Lessee's Equipment List	B
Denver Agreements	C
Minimum Technical Standards	D

**PROFESSIONAL SERVICES AGREEMENT
AP Triton Consulting, LLC**

This Professional Services Agreement (this "Agreement"), dated as of **FEBRUARY 2, 2021** is by and between **ELK CREEK FIRE PROTECTION DISTRICT**, ("**CLIENT**"), and AP Triton Consulting, LLC ("**CONSULTANT**"), hereinafter collectively referred to as the "Parties." The Agreement will be effective upon final execution by all parties.

1. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. ATTACHMENTS

Attachments 1 and 2 are attached hereto and included by reference.

3. CONSULTANT'S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES

CONSULTANT agrees to perform all services described in Attachment 1, Scope of Work, for payment pursuant to Attachment 2, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT'S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Attachment 1.

4. TERM

This Agreement shall terminate upon completion of the Scope of Work as described in Attachment 1, unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

5. PAYMENT

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Attachment 2.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement. It is understood and agreed that CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or

unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

7. INDEMNIFICATION

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

8. INSURANCE

CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; an automobile liability insurance policy in the minimum amount of \$500,000; and, if any licensed professional performs services under this ~~Agreement~~~~contract~~, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of CONSULTANT's performance of services under this Agreement. ~~If requested by CLIENT, a~~All insurance, except professional liability, shall name the CLIENT, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the CLIENT.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the CLIENT'S representative as shown in Section 22 Notices; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the CLIENT.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If CONSULTANT employs any person, CONSULTANT shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the CLIENT. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the CLIENT; and 2) provide for a waiver of any right of subrogation against the CLIENT to the extent permitted by law.

CONSULTANT shall promptly forward all insurance documents to the CLIENT.

9. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

10. TRAVEL EXPENSES

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Attachment 2.

11. TAXES

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

12. ACCESS AND RETENTION OF RECORDS

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this ~~Agreement~~contract and that the CONSULTANT shall maintain its records related to this ~~Agreement~~contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

13. CONFLICT OF INTEREST

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this ~~A~~agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

14. CONFIDENTIALITY

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

15. **USE OF CLIENT PROPERTY**

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

16. **TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Attachment 2, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Attachment 2.

17. **CHOICE OF LAW**

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this Agreement the laws of the State of ~~Colorado~~alifornia will govern.

18. **ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

19. **MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

20. **SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

21. **SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this Agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.

22. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery with written confirmation of receipt.

~~**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.~~

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: CLIENT: Elk Creek Fire Protection District
Attn: Fire Chief Jacob Ware
PO Box 607
Conifer, CO 80433

To: CONSULTANT: AP Triton Consulting, LLC
Attn: Kurt P. Henke
1851 Heritage Lane, Suite 138
Sacramento, CA 95815

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

23. UNLAWFUL EMPLOYEES AND CONTRACTORS

CONSULTANT certifies that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSULTANT further certifies that its shall not

knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (b) fails to certify to the CONSULTANT that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

CONSULTANT has verified or attempted to verify through participation in either the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program, or any future verification programs authorized by either the federal government or the Colorado Department of Labor, that CONSULTANT does not employ any illegal aliens.

CONSULTANT shall not use either the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

If CONSULTANT obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the CONSULTANT shall:

- Notify the subcontractor and the CLIENT within three days that the CONSULTANT has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- Terminate the subcontract with the subcontractor if, within three days of receiving notice that the CONSULTANT has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The CONSULTANT shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

CONSULTANT shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.

In addition to any other legal or equitable remedy the CLIENT may be entitled to for a breach of this Agreement, if the CLIENT terminates this Agreement, in whole or in part, due to CONSULTANT's breach of the obligations set forth in this paragraph 23, CONSULTANT shall be liable for actual and consequential damages to the CLIENT.

24. FINANCIAL OBLIGATIONS

All financial obligations of the CLIENT under this Agreement are contingent upon annual appropriation, budgeting, and availability of specific funds to discharge such financial obligations. Nothing in this Agreement shall be deemed to create a debt or multiple fiscal year financial obligation of the CLIENT, a pledge of the credit of the CLIENT, or a collection or payment guarantee by the CLIENT.

25. ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Jefferson County.

26. ATTORNEYS' FEES

For any dispute or claim arising from or related to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs whether or not legal proceedings are instituted.

27. GOVERNMENTAL IMMUNITY

No provision of this Agreement shall be construed as a contractual waiver, express or implied, of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, C.R.S., as amended, or any other applicable law.

23-28. SIGNATORIES

By signing this Agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

CLIENT
Elk Creek Fire Protection District

CONSULTANT
AP Triton Consulting, LLC

By: _____
Signature

By: _____
Signature

Name: Jacob Ware
Title: Fire Chief
Date: _____

Name: Kurt P. Henke
Title: Principal / Managing Partner
Date: _____

ATTACHMENT 1

Scope of Services

AP Triton Consulting, LLC will provide technical expertise to conduct a Fire and EMS Cooperative Efforts Feasibility Study for the Elk Creek Fire Protection District, Indian Hills Fire Protection District, Inter-Canyon Fire Protection District, and North Fork Fire Protection District.

Scope of Services

Section One—Project Initiation & Information Acquisition

Task 1-A: Project Initiation & Development of a Work Plan

Triton will meet with the Districts' Project Team. The purpose will be to develop a complete understanding of each of the fire district's background, goals, and expectations for the project.

Triton's Senior Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and the Districts' Project Team, in order to determine communications processes and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from each fire district and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of the report. Thoroughly researched and relevant studies will be included during Triton's review. The documents and information relevant to this project will include but not be limited to the following:

- Copies of any previous cooperative services or other relevant studies
- Any current interagency or interlocal agreements (ILA) relevant to fire protection and/or EMS between the fire districts
- Organizational charts from each fire district
- Standard Operating Guidelines (SOGs) and service-delivery and deployment practices of each fire district

- Historical financial data, budgets, revenue sources, including debt information, long-range financial plans, and projections from each fire district
 - Current assessed values of each fire district and property tax rates for each
- Current service-delivery objectives and targets (if applicable) from each fire district
- Current labor agreement between the Elk Creek Fire Protection District and Elk Creek Professional Fire Fighters, IAFF Local 4710
- Inventory of each district's fire stations and other relevant facilities (e.g., training center)
- Inventory of each fire district's apparatus, special operations vehicles, and other vehicles
- List of all career, part-time, and volunteer operations personnel and administrative support staff (without names) from each fire district
 - To include ranks, EMS and other certifications, salaries, benefits, and volunteer compensation (if applicable)
- Most recent Insurance Services Office (ISO) Public Protection Classification (PPC®) rating and reports from each fire district
- Historical records management data, including *National Fire Incident Reporting System* (NFIRS) incident data
 - Historical computer-aided dispatch (CAD) incident records from each fire district, if necessary
- Automatic and mutual aid agreements between the four fire districts and any other agencies
- Geographic Information Systems (GIS) data from each fire district, to include the service-area boundaries of each and fire station locations
- Any other documents and records necessary for the successful completion of the project

Tasks 1-C: Stakeholder Input & Field Work

The Triton Project Team will conduct on-site interviews and gather information from key personnel and stakeholders from each of the fire districts (taking into account current allowable social distancing protocols*). Some information may be acquired through the use of electronic forms, telephone interviews, online Internet-based surveys, or a combination thereof. Individuals will include, but not be limited to:

- Elected and/or appointed officials from the fire districts
- Each fire district's Fire Chief and representatives of their respective command staffs
- Representative(s) of Elk Creek Professional Fire Fighters, IAFF Local 4710

- Administrative support staff from each fire district
- Representative(s) of any volunteer groups
- Select group of career and volunteer firefighters and company officers from each fire district (may be completed through an online survey)
- Representatives of Jefferson County 911 (Jeffcom)
- Representative of the current 911 ambulance service provider
- Any other individuals as may be necessary for the successful completion of this study

From these interviews, Triton will obtain additional information and perspective on the operational, economic, and policy issues facing the organization.

*Depending on the status of the COVID-19 Pandemic and any travel or other restrictions, distance interviews may be necessary using remote conferencing technology.

Section Two—Baseline Evaluations of the Fire Districts

The initial tasks of this study will focus on a baseline assessment of the current organizational conditions of each fire district, their respective communities, and their current service-delivery performance. Triton will conduct an organizational review of each fire district based on the elements included in the following tasks. The purpose of this evaluation is to assess each fire district’s operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery and potential cooperative services can be measured.

Task 2-A: Organizations Overview

Triton will conduct an overview of each participating fire district and its respective community, to include but not be limited to:

- Service area population and demographics, including a GIS map of each fire district’s and portions of Jefferson County’s population density
- History, formation, and general description of each fire district
- Description of the current service-delivery infrastructure
- Governance and lines of authority
- GIS map of the response areas of each fire district
- Organizational structure
- Other relevant organizations and components of the emergency services delivery system

Task 2-B: Financial Review of the Agencies

Triton will review the existing financial status of each fire district in accordance with Colorado state law and any other regulations, to include but not be limited to:

- Sources of recurring and non-recurring revenue, including property taxes
- Current and historical budgets and projected revenue and expenditures for the next three to five years or longer
- Review of capital facilities and apparatus replacement and improvement plans
- Any other issues related to revenue, expenditures, and annual budgets

Task 2-C: Management Components

Each agency's basic management components will be reviewed, to include but not be limited to:

- Mission, vision, strategic plans and planning, agency goals, and objectives
- Internal assessment of critical issues and future challenges
- Review of current policies, procedures, and any SOGs
- Internal and external communications processes
- Records management and information technology systems, and document control and security

Task 2-D: Staffing & Personnel

Triton will review each fire district's career, volunteer, and part-time staffing levels. Areas to be considered include, but will not be limited to:

- Administration and support staff
- Operational staffing levels
- Staff allocation to various functions and divisions
- Staff scheduling methodologies
- Current standard of coverage and staffing performance for incidents
- Career and volunteer operations staff distribution
- Comparison of current wages and benefits of career and part-time (if applicable) personnel between the fire districts
- Review and comparison of volunteer compensation between the fire districts
- Review and comparison of current labor agreements, if applicable
- Utilization of career and volunteer companies
- Staff wages and benefits

- Review job descriptions
- Human resources functions
 - Review human resources policies and handbooks utilized by the fire districts
 - Personnel reports and recordkeeping
 - Compensation systems
 - Disciplinary processes and counseling services
 - Application and recruitment processes
 - Testing, measuring, and promotion processes
 - Volunteer and career retention efforts and programs
 - Health and wellness programs
 - Review and comparison of job descriptions and current ranks at all four fire districts

Task 2-E: Capital Facilities, Apparatus, & Other Vehicles

Triton will review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing conditions of capital assets and their viability for continued use in future service-delivery to include but not limited to:

Facilities—Tour and make observations in areas related to the efficiency and functionality of the fire stations (and any other capital facilities). Items to be contained in the report include:

- | | |
|----------------|--------------------|
| ▪ Design | ▪ Staff facilities |
| ▪ Construction | ▪ Efficiency |
| ▪ Safety | ▪ Future viability |

Apparatus/Vehicles—Review and make recommendations regarding the inventory of apparatus, vehicles, ambulances, and other mobile equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Future needs

Task 2-F: Service-Delivery & Performance

Triton will review and make observations in areas specifically involved in, or affecting, service levels and performance of the agencies. Areas to be reviewed shall include, but not be limited to:

- Demand Study
 - Analysis of current service-demand by incident type and temporal variation for each individual organization
 - Analysis and GIS display of current service-demand density within the overall study area

- Distribution Study
 - Overview of the current facility and apparatus deployment strategy of each agency, analyzed through GIS software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole (service areas of all four fire districts combined) as well as each individual service area, with all existing facilities included in the analysis.
- Concentration Study
 - GIS analysis and display of the response time necessary to achieve full effective response force (ERF) arrival in the study area using existing distribution of all fire department resources
 - Analysis of company and staff distribution as related to ERF assembly in the study area
- Reliability Study
 - Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
 - Analysis of call concurrency and the impact on ERF assembly
- Performance Summary
 - Analysis of actual system response time performance, analyzed by individual companies (to the extent data is available). Performance analysis will be conducted for each agency individually, along with the study area as a whole
- Analysis of mutual aid and automatic aid responses

Task 2-G: Support Programs

Triton will conduct an evaluation of the various support programs at each of the agencies, to include but not be limited to:

- Training & Continuing Education
 - General training competencies
 - Training administration
 - Training schedules
 - Training facilities
 - Training procedures, manuals, and protocols
 - Training recordkeeping
- Life-Safety & Prevention
 - Code enforcement activities
 - New construction inspection and involvement

- General inspection program
- Fire and life-safety public education programs
- Fire investigation programs
- Pre-incident planning
- Statistical collection and analysis
- Dispatch & Communications
 - Alarm systems and communications infrastructure
 - PSAP and dispatch center (Jeffcom 911) capabilities and methods
 - Dispatch center staffing
- Special Operations (if applicable)
 - Technical Rescue Team(s) and their various services
 - Hazardous materials responses
 - Wildland operations
 - Any other special operations

Task 2-H: Population Growth & Service-Demand Projections

Utilizing available census data from each jurisdiction, and historical service demand (call volumes) of each of the agencies, Triton will project the following:

- Population growth projections among each of the jurisdictions and the overall study area for the next 5–10 years
- Service-demand projections among each of the agencies for the next 5–10 years

Section Three—Future Strategies & Opportunities for Cooperative Services

Triton will use the completed baseline assessment of each fire district to identify opportunities, efficiencies, cost-effectiveness, and feasibility for potential consolidation or other cooperative options. The Project Team will identify areas of duplication that can be reduced through consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information will provide the leaders and elected officials of the four fire districts with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task 3-A: General Partnering Strategies & Consolidation Options

Triton will review the various options for two or more of the four fire districts participating in this study, including the advantages and disadvantages of each. The following options will be evaluated and discussed:

- Status quo (each agency remains autonomous)
- General partnering strategies/options for shared services
 - Administrative Collaboration
 - Functional Collaboration
 - Operational Collaboration
 - Combination of the three preceding
- Legal consolidation of two or more agencies (merger, annexation, Fire Authority)
- Any other valid options identified during the study

Task 3-B: Recommended Option(s)

The study takes into account the many shared issues facing each of the fire districts and how such matters affect the effort to construct a regional organization for efficient service. Following the comprehensive analysis in Section Two, and a review of the options described in Task 3-A above, Triton will provide the following:

- Based on the comprehensive analyses, Triton will recommend the most effective, efficient, viable, sustainable, and cost-effective option(s) for consideration. This will include:
 - Recommended organizational structure
 - Operations and deployment recommendations
 - Staffing and personnel methods and scheduling
 - Identification and potential elimination of unnecessary and redundant services and capital equipment
 - Any impact on fire station locations, infrastructure, and staffing capacity
- Consideration of best practices and national consensus standards
- Cultural and social impacts of merging agencies
- Legal considerations
- Any other issues related to the recommended option(s)

Task 3-C: Financial Impact

If a recommended option(s) is identified other than maintaining the four districts as status quo, Triton will identify and evaluate the financial impact of the recommended option(s) to include:

- Develop a budget of the for the next 5–10 years
- Provide financial projections of the recommended option(s) for the next 5–10 years
- Funding and cost-sharing between the fire districts
 - This will include the development of recommended formulas and methods to ensure that costs are shared fairly and equitably among the impacted districts
 - A separate budget for each fire district
- Other potential funding alternatives
- All other fiscal considerations including impact on property and any other taxes and other revenue sources; potential cost-recovery options
- Consideration of all options, strategies, and methods to reduce costs while ensuring continued high-quality fire protection and EMS to each of the jurisdictions
- Any other issues related to the financial impact of the recommended option(s)

Task 3-D: General Findings & Recommendations

During the study, Triton may identify other areas or issues that warrant evaluation and recommendations for improvement. If so, they will be addressed in this section or other areas of the report.

Task 3-E: Planning & Implementation

Should the analyses and study indicate that some type of consolidation or other strategy would be feasible and beneficial to the fire districts, Triton will develop a recommended planning and implementation process in accordance with the requirements of applicable Colorado regulations.

- General guidance and key implementation steps
- Interim organizational, administrative, and operational structures and processes
- Address all Colorado regulatory requirements and legal considerations
- Policy requirements and actions
- Benchmarks to identify completion
- Estimated timelines for completion

Section Four—Review & Publication of the Report

Task 4-A: Development & Review of the Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives from each of the fire districts. This feedback is a very important aspect of this project, and Triton will provide adequate opportunities for review and discussion of the draft report before finalization. The report will include:

- Clearly designated recommendations
- Detailed narrative analysis of each report element written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 4-B: Publication of the Final Report

Following a final technical review and approval by the Districts, Triton will provide a total of 20 printed and bound copies and an electronic version (PDF format) of the report to each fire protection district.

Task 4-C: Presentation of the Final Report

Triton will conduct a final presentation of the report to representatives of the Districts and any other individuals or groups as requested. The presentation will include:

- A summary of the nature of the report, methods of analysis, primary findings, and critical recommendations
- An audio-visual presentation of the study
- A review and explanation of charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the Districts at the conclusion of the presentation(s)

ATTACHMENT 2

Payment Terms

Payment for Services hereunder shall be in the Amounts and at the time as set forth below:

Section 1 – Project Initiation and Information Acquisition	\$14,979.00
Section 2 – Baseline Evaluations of the Fire Districts	\$13,992.00
Section 3 – Future Strategies and Opportunities for Cooperative Services	\$4,269.00
Section 4 – Review and Publication of the Report	<u>\$8,415.00</u>
Total	\$41,655.00

AP Triton shall invoice Elk Creek Fire Protection District 10% of the total project total **(\$4,165.00)** upon execution of the contract and monthly thereafter as work progresses.

All invoices shall be due within thirty days from the date of the invoice submitted to Elk Creek Fire Protection District.

The cost of any changes to this ~~Agreement~~contract will be priced individually and agreed to in writing by both parties before additional work is performed.

Additional hours will be billed at a rate of \$160/hour for the Senior Project Manager and \$120/hour for consultants plus any additional travel expenses.

Contact information for billing purposes is as follows:

CLIENT: Elk Creek Fire Protection District
Attn: (Person)
PO Box 607
Conifer, CO 80433

Phone Number
E-mail address