



INTER-CANYON FIRE PROTECTION DISTRICT  
MEETING OF DIRECTORS AGENDA  
ICFPD Station 1 with Public Via Zoom Webinar (until further notice)  
April 14, 2021

1. Call to Order
2. Changes to Agenda
3. Approval of Absences
4. Acknowledge Guests
5. Approval of the minutes of the March 10, 2021 meeting.
6. Treasurers Report
7. Chiefs Report
  - a. General Updates
  - b. Project Updates
  - c. IGA's
8. Officers Report  
Capt John Mandl - Jeffco Memorandum of Understanding Chipping Program
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  
ICFPD Station 1  
7939 S. Turkey Creek Rd., Morrison, CO 80465  
Public -Virtual Meeting via Zoom  
April 14, 2021

**1. Call to Order:**

The ICFPD Board meeting was called to order by Mike Swenson at 19:10 hours.

**2. Changes to Agenda**

**3. Approval of Absences**

**Board Members Present:**

Mike Swenson, President

Karl Firor, Treasurer

Kerry Prielipp, Secretary

Bob Scott, Director

Dmitiry Pantyukhin, Director

**Excused Absence:** None

**4. Guests Present**

Barbara Davis

Deborah Brobst, Canyon Courier

Sharon Trilk

**5. Approval of Minutes**

**MOTION:** There was a motion by Kerry Prielipp with a second by Bob Scott to approve the minutes from the March 10, 2021 Board Meeting. The motion passed unanimously.

**6. Treasurer's Report**

6a. Karl Firor stated at the end of March there is \$2.1m in the bank of which \$94k is owed. The District has begun receiving property tax revenue. Current cash flow is a \$70k negative, improved from the prior month negative of \$140k. Karl noted the Profit and Loss Report showing \$300k in revenue has been received of which \$371k has been spent. The Comparison Report shows a difference in timing last year when \$460k in revenue had been received. Karl advised most expenses are in line except for the capital items which will catch up. \$140k has been spent with \$273k to the good based on budget estimates. Next is Open Purchase Orders with \$121k outstanding. \$64k of which is for the chipper with the remaining large balance still for the communications study. Of course, there are no construction costs yet, all capital spending has been to F&D. Kerry asked about the determination to capitalize payments to F&D. Karl responded it is for the auditors to decide. At the audit we will receive a set of Adjusted Journal Entries (AJE's) as to how auditors would like to record expenses. We still have \$121k on books or \$200k outstanding in expenses at this point. We will be seeing \$36k monthly invoicing from F&D to finish out Phase I of the contract.

**MOTION:** There was a motion by Bob Scott with a second by Dmitiry Pantyukhin to approve the April 14, 2021 Treasurer's Report as presented. The Motion passed unanimously.

## 7. Chief's Report

### a. General Updates

Chief Shirlaw stated we are close to call numbers at this time last year. Calls are down for other agencies all around.

Chief Shirlaw advised there is a new proposed recreation center on the west side of the Homestead. A private group is working to rezone the property next to Station 3 to Plan Development. Capt John Mandl stated he thinks they are currently in the process of purchasing all the property they will need for the project. Chief Shirlaw stated the district provides Fire and EMS services, we are neutral and have no stance on the matter.

Chief Shirlaw advised there are new filings on Cinch Court in the Homestead near the 2 ponds. Cinch Court meets with Iowa Court and then connects to Surrey Drive in the Homestead. Plan development will probably include around 50 homes.

The new 51 is being put together, we are installing the tank, pump and cabinets. 673 is still for sale. We have lowered price \$5k. We are getting interest but no jumps forward.

### b. Project Updates

#### Communications:

Chief Shirlaw advised the RFP is out for the microwave tower. Engineering tower specifications are complete. As mentioned before, the height has been bumped up to 80 feet. The tower will have lightning protection and backup power. Bidding contractors are looking at sites and bids are due May 3. We are pushing for a September, October completion date. Currently work on permitting is being done with Jeffco. We should see some expenditures coming up as well as progress. Programming will follow towers.

#### Feasibility Study:

Hopefully you were able to respond to the survey. There was good response, of 140 people we had 100 respondents with 70% in favor. All data has been provided to AP Trinton. We are waiting for compilation of the data. Next site visits will take place. There will be interviews with directors, officers, administration and possibly volunteers.

#### Emergency Management:

Area Chiefs, Sheriff, Jeffcom and Emergency Management, Al Green had a good meeting this past Friday. Al Green is very dedicated to emergency management and has been attending a lot of our Chiefs meetings as well as having toured the district. We are building a solid relationship which is key moving forward. Last Friday we worked on evacuations and developing a more robust plan. Chief asked if everyone attending is on Code Red. All indicated yes. Chief advised only 1/3 of Jeffco's population is signed up. We are reaching people, but it is cumbersome.

Bob Scott, back to the towers, have we had feedback from neighbors around Station 4 yet? Chief Shirlaw responded not yet. Jeff Streeter of Jeffcom is good friends with the resident living at the adjacent property. After the Deer Creek Fire, this was the resident who wanted to have a party for firefighters. We will be meeting with residents soon, we just got drawings. We will also have a community meeting. Mike asked about the status of Mt Morrison. Chief Shirlaw indicated we are waiting to determine what equipment will be going on the tower. Contractors will provide that information. Mike asked if the 2 towers are exclusive and do not depend on each other. Chief explained the process of connectivity between towers. We have overlapping and redundancy built in along with back up. Mike asked are we on Double Header yet? Chief Shirlaw responded it is in the works, climbers will be going out soon.

### c. IGA's

Next month Chief Shirlaw will have 3 Intergovernmental Agreements for directors to consider. One for the chipping crew as it relates to the district's portion of payment for personnel. The District will also be paying a portion of the salary for the Mitigation Specialist, Julia and the Training Chief. Chief Shirlaw is working with Chief Ware to finalize. There will be some financial impact. Chiefs are working on a larger IGA for the Conifer Wildland Division. Attorney's will need to review the IGA. This will be the first large IGA with Elk Creek Fire to cover mitigation, assessments, fuels crew and response.

## 8. Officers Report

Wildland Captain – Jeffco Memorandum of Understanding – Chipping Program

Capt Mandl explained the agreement will be with Jeffco. Evergreen Fire has the same agreement with Jeffco. Elk Creek Fire and Inter-Canyon Fire are pursuing the agreement. Normally you cannot cut trees on county property. Under the memorandum, the wildland module who does cut projects can go into communities to do roadside mitigation. The crew will be able to divert traffic to safely work. The crew will be required to contact Jeffco Road & Bridge to make sure the work area is safe for workers and residents. Evergreen has gotten some tremendous work done on Highway 74. Mike indicated he read the memorandum and thought it well written. Mike felt the other directors should have an opportunity to review. Bob agreed it looks good. Capt Mandl added if a crew is going into a high traffic area, Jeffco Road and Bridge will participate with signage and cones, on private roads not as much. Fuel reduction is focused mainly on these private roadways. Bob asked if notice is required and noted the contract reads anyone in community can stop the crew for any reason whatsoever. Capt Mandl does not see need for concern, most people see the work as a positive as it benefits the community. Fire personnel and apparatus are on the job and community tends to be very supportive of the fire district. Bob noted in the contract, it is important to put point of contacts, but not the name of current personnel. Personnel changes and it is best not to have to go back and update names in contracts. Capt Mandl suggested there could be an addendum at some point. Directors agreed wording could be added after the name to include successors of the position.

**MOTION:** There was a motion by Kerry Prielipp with a second by Dmitriy Pantyukhin to approve the Memorandum of Understanding between Jefferson County and ICFPD with addition throughout the document of wording to include successors in the position following name of current personnel. The motion passed unanimously.

Capt Mandl advised the chipper has been ordered. Capt Mandl directed the Board to the ICFPD website. The Wildland Tab now links to the new wildland division page. Sign up for the chipping program is now live. There is a lot of great information on the site about the fuels crew, the program, home assessment and planning. We are shooting to chip for 600 homes between the 2 districts at a scope of pile size of 5x5x5 times 15 piles per address. We have a little over 400 residents signed up now. The community is supporting and liking that the program is available. Crews do chip and haul the chips away. Residents have the option to have chips left on their property.

Capt Mandl advised we are working out another agreement with Jeffco on the Wagon Wheel Open Space site. Slash collection is done at that site once a year. We are finalizing documents to allow Inter-Canyon, Elk Creek and Evergreen Fire to stage chips at that location. This will save an hour to two hours of crew down time waiting for chips to be hauled to town. We are planning 2 pickup times one mid-season, one at end-season. A1 will come up in one swoop to haul out chips and be done. Capt Mandl is hopeful the agreement will be signed in the next month. Dmitriy asked how thick branches can be. Capt Mandl indicated 14-inch diameter, although the chipper can take up to 21inch, it is more about what crews can lift onto the chipper. It is spelled out strictly in the program sign up page. If piles are not to specifications the crew will pass up those piles.

**a. Building Committee Report –**

Chief Shirlaw indicated good progress has been made and per Adam a set of bid documents will be complete on April 30. Plans will be put out for RFB and we will see some idea of what costs will be. We are looking for end of May between the 11<sup>th</sup> and 31<sup>st</sup> to start working on the DOLA grant with Terry at F&D. Karl indicated he might be available. Bob is out mid-month but is available after that. Mike indicated he works near F&D and would like to be a part of things as well. Chief will email Bob, Karl and Mike with a schedule. Just so you know, the recent invoice for \$88k from F&D was larger for a reason. As you know the principle, Todd, passed away however, work was still being done. There was a new admin in place and invoicing just did not happen during that time period. Bob noted invoicing is still within the perimeters of the contract. Chief Shirlaw advised soil sampling was complete, so far nothing negative. Mike asked if there will be hard documents on April 30, it would be nice to get together in May to check them out. Kelley will set up a location for data sharing. Bob noted it is best to have a single point of contact, it was decided to be Chief Shirlaw, therefore, Bob has nothing more to add.

Chief Hatlestad was looking for a way to repurpose the metal building and possibly recoup some costs. There may be potential to move the metal building behind Station 3 where the building could provide bays for training as well as a training center in the winter. Adam is looking at what costs would be to move the building. Capt Mandl also suggested repurposing the metal building at Station 3.

**10. Professional Consultants Report – None**

**11. Unfinished Business - None**

**12. New Business and Special Orders**

**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.) None.

**15. Adjournment**

There being no further business before the Board, the meeting was adjourned at 1948 hours.

Minutes by Kelley D. Wood, District Administrator

Submitted by:



Kerry Priolipp  
Secretary  
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. Memorandum of Understanding - Jeffco

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

04/07/21

Accrual Basis

As of March 31, 2021

	Mar 31, 21	Mar 31, 20	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
100-000 · Cash	2,131,014.36	2,041,744.27	89,270.09
<b>Total Checking/Savings</b>	2,131,014.36	2,041,744.27	89,270.09
<b>Accounts Receivable</b>			
120-000 · Accounts Receivable	1,382,178.52	1,382,178.52	0.00
<b>Total Accounts Receivable</b>	1,382,178.52	1,382,178.52	0.00
<b>Other Current Assets</b>			
140-143 · Prepaid Insurance	10,972.45	10,972.45	0.00
<b>Total Other Current Assets</b>	10,972.45	10,972.45	0.00
<b>Total Current Assets</b>	3,524,165.33	3,434,895.24	89,270.09
<b>Fixed Assets</b>			
170-000 · Capital Assets	2,769,783.97	2,769,783.97	0.00
<b>Total Fixed Assets</b>	2,769,783.97	2,769,783.97	0.00
<b>Other Assets</b>			
185-000 · Deferred Outflow	466,602.00	466,602.00	0.00
<b>Total Other Assets</b>	466,602.00	466,602.00	0.00
<b>TOTAL ASSETS</b>	<b>6,760,551.30</b>	<b>6,671,281.21</b>	<b>89,270.09</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
200-200 · Accounts Payable	94,072.20	8,443.01	85,629.19
<b>Total Accounts Payable</b>	94,072.20	8,443.01	85,629.19
<b>Other Current Liabilities</b>			
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
<b>Total Other Current Liabilities</b>	1,364,214.59	1,364,214.59	0.00
<b>Total Current Liabilities</b>	1,458,286.79	1,372,657.60	85,629.19
<b>Long Term Liabilities</b>			
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
<b>Total Long Term Liabilities</b>	863,437.00	863,437.00	0.00
<b>Total Liabilities</b>	2,321,723.79	2,236,094.60	85,629.19
<b>Equity</b>			
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	-70,007.82	284,887.01	-354,894.83
<b>Total Equity</b>	4,438,827.51	4,435,186.61	3,640.90
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,760,551.30</b>	<b>6,671,281.21</b>	<b>89,270.09</b>

## Inter-Canyon Fire Protection District - New

## Profit &amp; Loss

04/07/21

March 2021

Accrual Basis

	<u>Mar 21</u>	<u>Jan - Mar 21</u>
<b>Income</b>		
<b>300-000 · Revenues</b>	230,028.51	297,594.79
<b>300-660 · Donated Funds</b>	1,450.00	4,185.00
<b>Total Income</b>	<u>231,478.51</u>	<u>301,779.79</u>
<b>Gross Profit</b>	231,478.51	301,779.79
<b>Expense</b>		
<b>400-000 · Administrative</b>	5,200.46	22,008.32
<b>425-101 · Payroll &amp; Benefits</b>	39,544.68	127,531.55
<b>500-000 · FireFighting</b>	1,669.52	8,069.71
<b>550-550 · EMS Services</b>	722.90	13,564.58
<b>600-000 · FF Apparatus/Equip Maintenance</b>	5,180.34	21,400.95
<b>660-000 · Firefighter General Expenses</b>	275.94	892.60
<b>665-000 · Auxiliary Operations</b>	135.00	135.00
<b>670-000 · Station 1</b>	3,137.92	7,564.69
<b>680-000 · Station 2</b>	1,215.39	4,720.56
<b>690-000 · Station 3</b>	2,016.02	5,277.83
<b>691-000 · Station 4</b>	1,141.46	3,117.08
<b>692-000 · Station 5</b>	647.03	1,768.02
<b>700-000 · Communications</b>	7,111.76	15,247.72
<b>900-000 · Capital Expenditures</b>	88,865.00	140,489.00
<b>Total Expense</b>	<u>156,863.42</u>	<u>371,787.61</u>
<b>Net Income</b>	<u><u>74,615.09</u></u>	<u><u>-70,007.82</u></u>

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

04/07/21

Accrual Basis

	<u>Jan - Mar 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Income</b>			
<b>300-000 · Revenues</b>	297,594.79	461,603.07	-164,008.28
<b>300-660 · Donated Funds</b>	4,185.00	0.00	4,185.00
<b>Total Income</b>	<u>301,779.79</u>	<u>461,603.07</u>	<u>-159,823.28</u>
<b>Gross Profit</b>	301,779.79	461,603.07	-159,823.28
<b>Expense</b>			
<b>400-000 · Administrative</b>	22,008.32	29,732.00	-7,723.68
<b>425-101 · Payroll &amp; Benefits</b>	127,531.55	144,962.00	-17,430.45
<b>500-000 · FireFighting</b>	8,069.71	12,015.00	-3,945.29
<b>550-550 · EMS Services</b>	13,564.58	11,234.00	2,330.58
<b>600-000 · FF Apparatus/Equip Maintenance</b>	21,400.95	24,190.43	-2,789.48
<b>660-000 · Firefighter General Expenses</b>	892.60	2,325.00	-1,432.40
<b>665-000 · Auxiliary Operations</b>	135.00	300.00	-165.00
<b>670-000 · Station 1</b>	7,564.69	7,598.65	-33.96
<b>680-000 · Station 2</b>	4,720.56	5,051.99	-331.43
<b>690-000 · Station 3</b>	5,277.83	7,642.67	-2,364.84
<b>691-000 · Station 4</b>	3,117.08	5,002.50	-1,885.42
<b>692-000 · Station 5</b>	1,768.02	2,283.87	-515.85
<b>700-000 · Communications</b>	15,247.72	22,309.53	-7,061.81
<b>900-000 · Capital Expenditures</b>	140,489.00	530,510.00	-390,021.00
<b>Total Expense</b>	<u>371,787.61</u>	<u>805,157.64</u>	<u>-433,370.03</u>
<b>Net Income</b>	<u><b>-70,007.82</b></u>	<u><b>-343,554.57</b></u>	<u><b>273,546.75</b></u>



Inter-Canyon Fire Protection District - New  
**OPEN PURCHASE ORDERS**

All Transactions

Date	Num	Name	Source Name	Memo	Deliv Date	Qty	Rcv'd	Backordered	Amount	Open Balance
<b>Parts</b>										
<b>Brush Chipper</b>										
03/29/2021	21-0...	Vermeer Colorado	Vermeer Colorado	13C15000 B...	03/29/2021	1	0	1	63,025.00	63,025.00
Total Brush Chipper						1	0	1	63,025.00	63,025.00
<b>Comms Study</b>										
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
<b>FF Reward</b>										
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
<b>Firefighting Equipment</b>										
02/24/2021	21-0...	Front Range Fire ...	Front Range Fire ...	Key Hose Li...	02/24/2021	16	0	16	6,176.00	6,176.00
02/24/2021	21-0...	Front Range Fire ...	Front Range Fire ...	Key Hose C...	02/24/2021	6	0	6	1,356.00	1,356.00
Total Firefighting Equipment						22	0	22	7,532.00	7,532.00
<b>Station 4 Radio Tower</b>										
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						60	0	60	121,024.50	121,024.50
<b>TOTAL</b>						<b>60</b>	<b>0</b>	<b>60</b>	<b>121,024.50</b>	<b>121,024.50</b>

## Inter-Canyon Fire Protection District - New

04/07/21

## A/P Aging Detail

As of March 31, 2021

Type	Date	Num	Name	Due Date	Aging	Open Balance
<b>Current</b>						
Bill	03/21/2021	3/21/21 ...	Homestead Water	03/31/2021		79.00
Bill	03/23/2021	2273	F&D International	04/02/2021		88,865.00
Bill	03/23/2021	987613...	Verizon Wireless	04/02/2021		464.46
Bill	03/23/2021	3/23/21 ...	Mike Onken	04/02/2021		31.34
Bill	03/24/2021	3/24/21 ...	First Bank	04/03/2021		1,698.23
Bill	03/24/2021	288337	Mike Onken	04/03/2021		160.00
Bill	03/25/2021	0535-00...	Republic Services #535	04/04/2021		191.16
Bill	03/25/2021	725211...	Xcel Energy	04/04/2021		346.96
Bill	03/25/2021	3/25/21 ...	IREA	04/04/2021		130.97
Bill	03/26/2021	288339	Mike Onken	04/05/2021		80.00
Bill	03/27/2021	164156	Sandy Onken	04/06/2021		70.00
Bill	03/28/2021	3/21/21 ...	O'Reilly Auto Parts	04/07/2021		99.77
Bill	03/29/2021	3/29/21 ...	Holly Shirlaw	04/08/2021		70.00
Bill	03/31/2021	3/31/21 ...	Daniel Hatlestad	04/10/2021		431.21
Bill	03/31/2021	3/31/21 ...	Independent Propane Co.	04/10/2021		555.90
Bill	03/31/2021	3/31/21 ...	Ken Caryl Ranch Water	04/10/2021		32.04
Bill	03/11/2021	129076	Backflowtech	04/12/2021		85.00
Bill	03/11/2021	129077	Backflowtech	04/12/2021		201.16
Bill	03/17/2021	288336	Mike Onken	04/27/2021		160.00
Bill	03/20/2021	288338	Mike Onken	04/30/2021		320.00
Total Current						94,072.20
<b>1 - 30</b>						
Total 1 - 30						
<b>31 - 60</b>						
Total 31 - 60						
<b>61 - 90</b>						
Total 61 - 90						
<b>&gt; 90</b>						
Total > 90						
<b>TOTAL</b>						<b>94,072.20</b>



INTER-CANYON FIRE PROTECTION DISTRICT

ICFPD BANK STATEMENTS  
ARE AVAILABLE BY REQUEST

PLEASE CONTACT  
DISTRICT ADMINISTRATOR KELLEY WOOD

303-697-4413

kwood@icfpd.net

10:03 AM

04/07/21

**Inter-Canyon Fire Protection District - New  
Reconciliation Summary**  
100-105 · ColoTrust Account, Period Ending 03/31/2021

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	<u>Mar 31, 21</u>	
<b>Beginning Balance</b>		1,932,660.93
<b>Cleared Transactions</b>		
Checks and Payments - 1 item	-100,000.00	
Deposits and Credits - 1 item	25.30	
	<u>                    </u>	
<b>Total Cleared Transactions</b>	-99,974.70	
	<u>                    </u>	
<b>Cleared Balance</b>		<b>1,832,686.23</b>
	<u>                    </u>	
<b>Register Balance as of 03/31/2021</b>		1,832,686.23
<b>Ending Balance</b>		1,832,686.23

**Inter-Canyon Fire Protection District - New**  
**Reconciliation Summary**  
**100-106 · First Bank Checking, Period Ending 03/31/2021**

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	<u>Mar 31, 21</u>	
<b>Beginning Balance</b>		86,820.61
<b>Cleared Transactions</b>		
Checks and Payments - 86 items	-128,510.55	
Deposits and Credits - 12 items	332,458.52	
<b>Total Cleared Transactions</b>	<u>203,947.97</u>	
<b>Cleared Balance</b>		<b><u>290,768.58</u></b>
<b>Uncleared Transactions</b>		
Checks and Payments - 13 items	-4,053.89	
Deposits and Credits - 1 item	350.00	
<b>Total Uncleared Transactions</b>	<u>-3,703.89</u>	
<b>Register Balance as of 03/31/2021</b>		<b><u>287,064.69</u></b>
<b>New Transactions</b>		
Checks and Payments - 11 items	-97,060.88	
Deposits and Credits - 2 items	3,641.76	
<b>Total New Transactions</b>	<u>-93,419.12</u>	
<b>Ending Balance</b>		<b><u>193,645.57</u></b>

10:05 AM

04/07/21

**Inter-Canyon Fire Protection District - New  
Reconciliation Summary  
100-107 · First Bank Savings, Period Ending 03/31/2021**

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	<u>Mar 31, 21</u>
Beginning Balance	11,263.34
Cleared Transactions	
Deposits and Credits - 1 item	<u>0.10</u>
Total Cleared Transactions	<u>0.10</u>
Cleared Balance	<u><b>11,263.44</b></u>
Register Balance as of 03/31/2021	11,263.44
Ending Balance	11,263.44

Date:	Amount:	Description:	Total:
2/22/2021	\$57.53	Fuel for command truck	\$1,698.23
2/24/2021	\$922.80	Big O tires, tires for department utility truck	
2/26/2021	\$62.00	Fuel for command truck	
3/5/2021	\$66.24	Fuel for command truck	
3/7/2021	\$90.00	Egnyte	
3/13/2021	\$41.80	Zoom	
3/14/2021	\$164.47	Amazon, EMS supplies; Pulse Ox, thermometer, tourniquets	
3/17/2021	\$220.14	CostCo, supplies for stations	
3/18/2021	\$73.25	Fuel for command truck	





**MEMORANDUM OF UNDERSTANDING**  
**Fire Mitigation in the Right-of-Way**

This MEMORANDUM OF UNDERSTANDING (the “MOU”) dated for reference purposes only this 24<sup>th</sup> day of March, 2021, by and between JEFFERSON COUNTY, STATE OF COLORADO, a body politic and corporate (the “County”), and INTER-CANYON FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The entities described in this paragraph may each be individually referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The District is interested in performing fire mitigation work within and upon property owned by the County and used for right-of-way purposes at no cost to the County.
  
- B. The District and the County believe the mitigation of fire risk is a benefit to the citizens of Jefferson County and desire and enter into this MOU to memorialize the Parties’ understanding of the process by which the District would perform fire mitigation work within the County right-of-way.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained in this MOU, the Parties agree as follows:

- 1. Fire Mitigation Activities. The District may perform fire mitigation activities including, but not limited to, the removal of trees, brush and debris within Jefferson County right-of-way (“ROW”) that exist within the legal boundaries of the District as more particularly described herein (the “Work”). All Work performed under this MOU shall be performed at no cost to the County. At no time shall the District permit Work to encroach upon private property.
  
- 2. Prior County Authorization.
  - a. ROW Construction Permit. Prior to commencing any Work within the ROW, the District shall apply for and obtain a no-fee Right-of-Way Construction and Access Permit (the “ROW Construction Permit”) from the Jefferson County Transportation & Engineering Division.
  
  - b. Traffic Control Plans. In conjunction with the application for the ROW Construction Permit, the District shall be required to provide the County with a traffic control plan for the proposed Work (each a “Traffic Control Plan”). The District must submit a copy of the Traffic Control Plan to County’s Road and Bridge Division Supervisor as provided in the Notice provision below for approval prior to or concurrent with the submission of the ROW Construction Permit. All traffic control conducted by the District shall be in compliance with

the Manual of Uniform Traffic Control Devices. A copy of the Traffic Control Plan shall be kept on-site while the Work is in progress. The District shall be solely responsible for performing traffic control functions while the Work is in progress.

c. Right-of-Way. In conjunction with the application for the ROW Construction Permit, the District shall submit a description of the specific location where the Work is to be performed, including a map clearly indicating the area where the Work is to be performed and the limits of the ROW. If the District needs assistance determining the limits of the ROW, they may contact the Road and Bridge District Supervisor as provided in the Notice provision below for assistance.

3. Notice to Property Owners Prior to Commencement of Work.

a. No less than one (1) week prior to engaging in any Work and only after receipt of a ROW Construction Permit from the County, the District must notify all property owners who own land adjacent to where the Work is to be performed of the scheduled Work. The District may satisfy the notification requirements of this Paragraph by posting signs where the Work is to be performed; placing notices, such as door-hangers, on the property of affected landowners; or by sending notice through the mail to affected and adjacent landowners.

b. The notices to affected property owners must include at least the following information: (i) a general description of the Work; (ii) the date and time the Work is to be performed; (iii) contact information for the District; and (iv) a statement that the affected property owners should address any concerns and disputes relating to the Work to the District.

c. The District agrees to negotiate in good faith with adjacent or affected property owners to resolve any concerns or disputes they may have relating to the Work.

4. Citizen Interaction and Complaints.

a. The District shall receive and resolve all complaints regarding the Work.

b. If, while Work is in progress, a member of the public confronts an employee, agent, or volunteer of the District who is performing the Work, the District shall immediately cease the Work and notify the County of this interaction. The District and the County shall discuss how to address the confrontation and complete the Work prior to resuming the Work.

5. Training. Upon request by the District, the County shall provide training to the District on traffic control methods and procedures, including the planning, set-up, and implementation of a proper traffic control plans.

6. Traffic Control Devices. The County agrees to assist the District by providing additional traffic control devices, upon request by the District and subject to the availability of such devices, for use during the performance of the Work.

7. Key Personnel. The District’s Mod Supervisor and the County’s Road and Bridge Supervisor for District 3 shall manage and inspect the Work.

8. Term. This MOU shall be effective upon the date of full execution by the parties as indicated below and shall continue for a period of ten (10) years unless terminated by either party upon thirty (30) days prior written notice.

9. Miscellaneous Provisions.

a. Key Notices. (1) “Key Notices” under this MOU are notices regarding any dispute relating to this MOU. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (2) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection a(1)(ii) or a(1)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notices shall be sent to the address or email below:

Notice to the District shall be delivered to:

John Mandl  
Wildland Captain  
Email: [jmandl@icfpd.net](mailto:jmandl@icfpd.net)  
Phone: 303-697-4413

Notice to the County shall be delivered to:

Andy Rohwer, Email: [arohwer@jeffco.us](mailto:arohwer@jeffco.us) Phone:303-271-5249  
Road and Bridge Division – District 3 Supervisor  
30846 Lewis Ridge Road  
Evergreen, CO 80439  
Director of the Transportation and Engineering Division

100 Jefferson County Parkway, Suite 3500  
Golden, CO 80419  
Email: TEDContracts@jeffco.us

with a copy to:

Jefferson County Attorney  
100 Jefferson County Parkway Suite 5500  
Golden, CO 80419  
Email: CAOContracts@jeffco.us

(2) The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this MOU, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions or texts.

b. Entire Agreement. This MOU represents the entire agreement between the Parties and supersedes any other negotiations, agreements, and understandings, whether prior or collateral, written or oral.

c. Recitals. The Recitals are hereby expressly incorporated into this MOU and constitute a material and integral part of this MOU.

d. Governing Law and Venue. This MOU shall be governed by the laws of the State of Colorado. Venue for any action arising under this MOU or for the enforcement of this MOU shall lie in the County of Jefferson, State of Colorado.

e. Liability; Colorado Governmental Immunities Act. All liability for Work performed under this MOU shall be assumed by the District. The Parties agree that nothing in this MOU shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, et seq.) as now or hereafter amended or otherwise available at law or equity.

f. Modification. No modification of this MOU shall be effective unless agreed to in writing by the District and the County.

g. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this MOU.

h. Successors and Assigns. Except as otherwise provided herein, this MOU shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

i. Assignment. This MOU may not be assigned by any Party without the prior written consent of the other.

j. No Third-Party Beneficiaries. This MOU will not confer and rights or remedies upon any person or entity other than the Parties and their respective successors and assigns. Any benefit that inures to a non-Party is purely incidental and such non-Party shall be deemed an incidental beneficiary only.

k. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to - 121.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly authorized and executed.

COUNTY OF JEFFERSON,  
STATE OF COLORADO

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

Donald J. Davis, County Manager

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

APPROVED AS TO FORM:

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

Assistant County Attorney

INTER-CANYON FIRE PROTECTION DISTRICT

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

Name: Mike Swenson

Title: Board President

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