



INTER-CANYON FIRE PROTECTION DISTRICT
MEETING OF DIRECTORS AGENDA
ICFPD Station 3 with Public Via Zoom Webinar (until further notice)
June 9, 2021

1. Call to Order
2. Changes to Agenda
3. Approval of Absences
4. Acknowledge Guests
5. Approval of the minutes of the May 12, 2021 meeting.
6. Treasurers Report
7. Chiefs Report
 - a. General Updates
 - b. Project Updates
 - c. WUI Code
8. Officers Report
9. Building Committee Report
10. Professional Consultants Report - none
11. Unfinished business
12. New business and special orders
 - a. Delegation to Sign
 - b. Advanced Tower Contract
 - c. IGA's
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 3

8445 S Highway 285., Morrison, CO 80465

Public -Virtual Meeting via Zoom

June 9, 2021

1. Call to Order:

The ICFPD Board meeting was called to order by Mike Swenson at 19:05 hours.

2. Changes to Agenda

3. Approval of Absences

Board Members Present:

Mike Swenson, President

Kerry Prielipp, Secretary

Bob Scott, Director

Excused Absence:

Karl Firor, Treasurer

Dmitiry Pantyukhin, Director

4. Guests Present

Barbara Davis

Deborah Brobst, Canyon Courier

Nicole Leroux

Gayla Logan

Ginny Riley

Mike Swenson welcomed guests.

5. Approval of Minutes

MOTION: There was a motion by Kerry Prielipp with a second by Bob Scott to approve the minutes from the May 12, 2021 Board Meeting. The motion passed unanimously.

6. Treasurer's Report

6a. Mike noted the attached financial reports and advised there are no surprises. Total assets are at about \$7M up by \$116k from 2020. The Profit and Loss shows net income at \$224k. Mike reminded the capital expense has not been spent. Mike noted in Payables F&D, Pericle and The Adams Group comprise the large portion. Kelley added the annual audit will be complete soon.

MOTION: There was a motion by Bob Scott with a second by Kerry Prielipp to approve the June 9, 2021 Treasurer's Report. The motion passed unanimously.

7. Chief's Report

a. General Updates

Chief Shirlaw advised Double Header will not work for the tower. A study is being done at Station 5. We will be testing an 80-foot antenna tomorrow. This would be costly but in 3 years it is the amount we would have paid at Double Header. We will own the tower and can rent space out. The tower will be secure, and a generator is not an issue. If not Station 5, we will look at Hilldale adding lighting protection and a generator. Station 5 is close in elevation but is on the back side of Hilldale. Great access for the district but is located on a curve on the side of the road. There is no generator at this time. We would be able to add a generator and move equipment to more secure radio box. Bob Scott asked if natural gas is available. Chief Shirlaw responded propane will be necessary. Chief Shirlaw will know in the next couple days if Station 5 will work.

Chief Shirlaw indicated he is still waiting on a Motorola bid based on the tower location. Otherwise, we are on track. We are good on other sites. We have 3 bids that will need to adapt based on towers. Same equipment, more tower climbing. Will be meeting soon. Chief Shirlaw will schedule a study session to review.

Feasibility Study. Expecting a preliminary report in a couple weeks. Elk Creek is paying AP Triton and will invoice ICFPD.

We have new programs; one is community paramedicine. EMS Capt Epperson has certified. Capt Epperson has 20 years of experience as an ICU nurse. Paramedicine is very in depth. Paramedics go to home visits by calls, Mt Evans Hospice and hospitals when people return home. Paramedics do weekly to monthly home visits making sure homes are safe, making sure medications are in order and correct. Paramedics can do blood tests. The program is designed to reduce emergency room visits. There is a cost reduction for insurance companies. Many of these people do not need to go to the emergency room. Evergreen Fire has had a program running for a year. The plan is to create a mountain area company. Kerry Prielipp asked if the district can bill Medicare or others? Chief Shirlaw responded no, Blue Cross pays a little bit. Evergreen is in the proof value stage. Potentially there is a slight hiccup from hospitals. It could take 5 to 10 years to show cost savings. Eagle Fire has a program also and is doing well. Programs are picking up steam nationwide. The other addition to programs is sending investigators along who can check smoke and co detectors, replace, add batteries. A total home health safety visit.

Car seat technicians Rebecca Fuller and Carrie McKenzie will be providing service again and offering to neighboring districts as well. The program has been on hold due to COVID. Kelley advised all the information is available now on our website.

Public CPR classes will be starting up again. We will follow masks requirements and guidelines. Smoke detectors will be starting up in July.

Kelley asked if we would begin to have public board meetings in July. Chief Shirlaw advised the CDC is clear about no restrictions unless a business requires it. Kerry Prielipp asked if we are opening the space for community meetings. Chief Shirlaw responded yes. We can ask if people have not had a vaccine to wear a mask. 74% of Colorado are vaccinated. Mike Swenson agreed it is an honor system. Kerry stated he has no issue with public attendance. All agreed the July Board Meeting will be open to public at Station 3. Kelley asked if Zoom should also continue for those who still prefer to social distance. All agreed it would be wise to offer Zoom.

Chief Shirlaw advised 651 is at Mike Onken's where equipment is being installed. 673 is still on sale. We get hits, no follow through.

a. Advanced Tower Contract

The Advanced Tower contract is a total of \$98,525. The attorney's version with attachments has been provided. The contract is broken out into 3 payments. Bob Scott asked if Advanced Tower is aware of Exhibit A. Assuming they accept or have concerns. Their attorney may need to work with Bob Cole. We can complete the documents and send to Advance Tower to review. Mike Swenson asked about a time frame. Chief Shirlaw indicated there is 4 to 5 weeks of work. Mike Swenson questioned so we need attorneys to go back and forth and come to agreement. Bob noted some of the items from Bob Cole are to keep the district in compliance with the state. Kerry asked what is the reasonable amount for daily penalties? Bob responded the majority of contracts he has worked with do not include a penalty clause. It is worth a shot to send to Advanced Tower and let their attorney comment. Bob stated he would not expect them to but they may add it. Chief Shirlaw stated he will send back to Advanced Tower. Directors agreed to accept the contract with the Exhibit A and Performance Bond. Bob recommended we hold on a decision tonight. If the contract comes back, we can do a telephone board meeting to approve in a couple weeks.

Chief Shirlaw updated on the WUI code stating there is nothing to act on at this time. Mike Swenson clarified for guests Chief Shirlaw is referring to the Wildland Urban Interface Code. Chief Shirlaw indicated Evergreen Fire, Indian Hills Fire and Genesee Fire have adopted the code. The 2020 code consists of 7 areas/chapters. Chapter 5 is about building materials, specifically fire rated materials, Class A shingles and non-combustible siding. This is a hiccup in adopting for Jeffco who is receiving pushback from builders. Boulder and Douglas have adopted in whole. Appendix Z covers Chapter 5 mitigation and maintenance. The code is more robust as it pertains to maintenance. Chief Shirlaw suggests this be adopted. We have no authority. It is the right thing to do for our citizens. Safest building materials have been proven over time. If all the districts adopt the code there is upward pressure for Jeffco to adopt. Class A shingles are not that much more expensive. Defensible space is built up by logic and how it works. Bob asked when we can expect to see the code for approval. Chief Shirlaw advised we may have it by next month or August. The 2018 code is what other districts have adopted, most deleted Chapter 5. Chief Shirlaw recommended waiting for the 2021 code prior to adopting. Bob asked if the code is editable. Chief Shirlaw responded yes and edits are being done based on suggestions. ICFPD has the ability to edit based on belief in best practices. All agreed.

b. IGA's (Inter-Governmental Agreements)

Chief Shirlaw asked if everyone read the Training Chief IGA. Mark Wesseldine has experience as far back as the 70's. Mark was previously the Chief at Platte Canyon. Mark will be running Academy as well as developing weekly and monthly trainings. ICFPD will pay 50% of a \$54k+ salary. Elk Creek Fire will pay benefits to include 100% insurance and FPPA retirement. Job duties are listed in the agreement. Chief Shirlaw advised the Elk Creek Board approved last month and signed on the 19th. Chief Shirlaw indicated he spoke with Karl; Karl did not have any issues. \$54k is about \$8k more than expected but within range. Mike indicated this will allow Capt Mandl to focus more on Wildland. Chief Shirlaw agreed, yes. Academy lasts 6 months, Mark is pretty tied up right now. Mark will run academy each year. Kerry asked if this is a full time 40 hours. Chief Shirlaw responded yes. Mark will also come in on large calls for ICFPD. He is responding on calls. If we are out of district, we will have someone to cover big events in our district and visa versa. Kerry asked and Chief Shirlaw indicated Mark lives near Mt. Evans Blvd. in Pine.

MOTION: There was a motion by Bob Scott with a second by Kerry Prielipp to approve the Inter-Governmental Agreement with Elk Creek Fire for Training Chief as written. The motion passed unanimously.

Chief Shirlaw advised Julia was hired and will be taking on the home assessment program. These are the big assessments that are 2 to 3 hours with 3 to 4 hours backend work. Assessments go 100 feet out from the house and are detailed. Homeowners can get a certificate; the certificate is a recognized asset that helps with resale and insurance rates. Julia previously worked for Foothills Fire. Julia is currently doing 6 to 8 assessments a week for both districts,

working fulltime and is also a responder. The expectation is to become inundated with requests for assessments. Full burden for Julia's salary is \$72k to ICFPD. Fuels crew and home assessments value to the district would be an arguable equal to the service for fire and EMS. We are hardening the home and making the neighborhood safer. The goal is 70 to 80% homes with completed assessment. Julia has completed 800 to date. We have had tremendous feedback.

Julia is lead for the ambassador program. Julia is developing content and has 15 to 20 ambassadors for both districts. Julia is working up to manage and supervise the program. Julia has taken on both programs. Kerry commented his take on value is it is a low investment for value delivered. Collectively, as a department we have acknowledged few points of outreach and a gap with education along with resident turn over. New residents are open to hearing about mitigation and are asking what to do. If we have one person focused on this it is useful. Chief Shirlaw reiterated this is a full-time job. Writing assessments is a large time commitment. The ambassador program is key. People will burn out and we need to keep building and energizing people to become ambassadors.

MOTION: There was a motion by Kerry Prielipp with a second by Bob Scott to approve the Inter-Governmental Agreement with Elk Creek Fire for Fire Prevention Services as written. The motion passed unanimously.

Chief Shirlaw noted we are looking at purchasing a vehicle for Julia next year through a grant if possible. Also, we are having issues with the Tahoe's.

Chief Shirlaw outlined the fuels crew/chipping crew consists of 1 fulltime Crew Lead, Ben Moses and 3 seasonal employees. The crew uses 651 and the new chipper. Julia and the fuels crew are key to consolidation. Truly, these are our first joint ventures. We are working to effect 52 square miles in a positive way. We are removing fuels from the house. Capt Yelland and Capt Mandl have secured a site for wood chips to be dumped. This crew is vital. They are out there in the districts daily. Kerry asked if we are paying 100 percent. Chief Shirlaw responded yes with what he and Jacob agreed on. Elk Creek is paying for the mod of 10 people. The mod is the varsity, currently on assignment in Wyoming, they are a paid resource. They are felling trees etc. If we get starts the mod is available with 10 plus on the ground in a fire. They can work in conjunction with the fuels crew who picks up the fuel that has been cut. Bob asked who directs the mod. Chief Shirlaw indicated the mod answers to Capt Yelland who answers to Chief Ware. Ben responds to Jason.

Is the mod employed by Elk Creek Fire? Yes, and the crew would be employees of ICFPD. Kerry asked why the crew foreman is fulltime, others are seasonal, why would we pay year around. Chief Shirlaw explained Ben is managing the program, the website, sign ups and training. The mod crew does not stay all year. There is maintenance on equipment required. Kerry asked and Chief Shirlaw responded the salary is a total burden of \$90,370 with 3 seasonal employees at a total of \$62,682. Pay is hourly, six months, no overtime. Offset, the mod is being paid on assignment, is off the books which is a savings for Elk Creek Fire. The fuels crew can go out as well and comes off ICFPD books. Capt Mandl is working on grants to pay crew costs for 4 years. Another grant can potentially help pay as well. Bob indicated he is not clear on what this person is doing 6 months during winter. Understanding the administrative side, is he right for the role. Chief Shirlaw indicated they also do a lot of pile burning and coordinating and he can go on calls as he is a responder. Kerry asked is the mod on staff at Elk Creek Fire. Chief Shirlaw replied yes, they keep them busy through the winter. There is a lot of work on the back side of the program. Kerry noted it seems like a lot for visible aspects. As a homeowner Kerry knows the costs. The service would be valuable. Bob noted the cost is \$157k on an annual basis. Chief Shirlaw advised on assignment opportunity, the mod stays when district is at high risk but can go out for 20 to 40 days. Not all go at once, one might go. The chipping crew would still be in district. Bob stated we need budget information from Karl. All agreed to talk in July for Karl's input. Kerry added if need be, we could defund. Mike stated he would rather not defund. Kerry noted additional costs to consider i.e., Workers Compensation, etc.

c. Project Updates

Communications:

8. Officers Report

Chief Shirlaw reported for Capt Mandl. The CWPP is on track, set for fall delivery. Includes preliminary map, running models on fire and evacs. Capt Mandl meets with the group weekly and met with the county manager last week.

Chipping is started. Chips are going in Golden Meadows where the ball field was. All open space, mitigating right now, took backstop and corral out. Valley open space is being mitigated also.

We were successful with a \$2500 grant to support the ambassador program. Homestead, Golden Meadows, Hilldale Pines all have community ambassadors.

Brush truck is running. Have applied for a \$83,000 grant to support the fuels program for 4 years. Kerry asked if grants could be awarded prior to spending money. Chief Shirlaw responded yes. Expects to hear mid-July. We have a great relationship with the State, they have been very supportive and do endorse grants.

Wildland training is this month to include structure triage and progressive hose lays. This is the first month to train with Elk Creek.

Chief Shirlaw advised we have one new member, Andrew, lives in Hilldale. 2 rookies are in Academy and doing well.

9. Building Committee Report –

Chief Shirlaw advised there was a meeting with the engineer on Monday to look at electrical. Chief Shirlaw referenced the previous meeting with Teri about DOLA 2 weeks ago and advised items are being gathered.

Bob noted some changes to Station 3, not on design but on access and parking at back of building. There were concerns about a drive through and an expensive retaining wall. Some of the drive around will be eliminated without losing parking space. Originally there was a helipad out back, it is now staying out front, a positive on the budget front. Fuel and cistern are out back. Bob noted positives expected, Jeffco is aware we have drainage issues and has suggested they will do drainage work at their cost.

Chief Shirlaw commented the amazing thing is Adam still feels we are in the \$250k range. F&D is in the running for the Evergreen Fire project. Bob added Adam may submit construction documents to the County so they have a heads up of what is coming and can do some review now. The review process is probably 6 months. Chief Shirlaw noted he submitted the tower permit 4 weeks ago and is still waiting. Bob advised we did talk about color renditions and Adam agreed it is a good idea when we are close to the end product for display purposes. Mike asked how soon. Bob indicated we are waiting on civil at this time.

10. Professional Consultants Report – None

11. Unfinished Business - None

12. New Business and Special Orders

a. Delegation to Sign

Kelley Wood explained her discussion with Bob Cole about signature authorization. The Board would have to make a formal resolution. Bob Cole suggested up to \$25k. Chief Shirlaw stated he makes day to day decisions but as he does

now, would always inform the Board about contracts/purchases. Bob Scott noted it is not uncommon to have a signature authority in place. We do need to agree on the signature level, we need to think about a document to formalize. Kelley recommended sending thoughts on what the particulars are to Bob Cole who would draft a document. Chief Shirlaw stated he does not want to make capital purchases. Bob agreed there should be established levels. Chief Shirlaw referenced the Purchase Order system in place for purchases under \$2500 for equipment, education and truck maintenance. Mike referenced the payment process procedure where Karl is approving every payment, Mike is signing checks. Chief Shirlaw indicated he communicates with Kelley about whether a Purchase Order is required, i.e. recent hose testing.

Chief Shirlaw added large purchases, like the chipper should be approved by the Board. Kerry asked for examples for when there has been an issue. Chief Shirlaw noted the radio communications is a 3 – 4 month process, he is anxious to get work done and would like to move quicker, although Chief is not comfortable with that high of a limit. An example of an appropriate item might be a new Rokon for \$7k to \$8k. This is a great conversation, good dialogue to have. Mike commented we could grant in principle, knowing the basic parameters/number. We need the attorney to document correctly. Kerry stated with 18 years of local experience as a resident of the district, we do not want to open guidelines to wide. All agreed. Kelley inquired, for the attorney's draft, what number should be the limit. All agreed to a limit of \$20k. Kelley indicated she will contact Bob to create the Resolution.

Kerry stated his check and balance is budget versus actual. Of all these items tonight, not sure how line item specific we tend to end up in our fall budget planning. Kerry indicated he is most sensitive and curious as to what did not get talked about last September. What are the numbers we have allowed for? We do not want to deficit spend. Mike agreed especially with the very expensive stations we are embarking on. We may need to revisit strategic plans mid-year moving forward. All agreed to have a mid-year budget review moving forward. Kelley indicated she will send an email to check schedules.

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.) Ginny Riley asked about status on AP Triton study. Chief Shirlaw advised it is expected mid fall. We will see preliminary report for review prior to public release. They will be doing site visits and interviews soon.

15. Adjournment

There being no further business before the Board, the meeting was adjourned at 20:35 hours.

Minutes by Kelley D. Wood, District Administrator

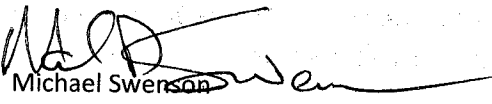
Submitted by:


Kerry Priellip

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. IGAs
5. Advanced Tower Documents

**Inter-Canyon Fire Protection District - New
Balance Sheet Prev Year Comparison
As of May 31, 2021**

	<u>May 31, 21</u>	<u>May 31, 20</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
100-000 · Cash	2,406,895.95	2,290,664.14	116,231.81
Total Checking/Savings	2,406,895.95	2,290,664.14	116,231.81
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	3,800,046.92	3,683,815.11	116,231.81
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	<u>7,036,432.89</u>	<u>6,920,201.08</u>	<u>116,231.81</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
200-200 · Accounts Payable	75,139.86	21,480.23	53,659.63
Total Accounts Payable	75,139.86	21,480.23	53,659.63
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	1,439,354.45	1,385,694.82	53,659.63
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	2,302,791.45	2,249,131.82	53,659.63
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	224,806.11	520,769.66	-295,963.55
Total Equity	4,733,641.44	4,671,069.26	62,572.18
TOTAL LIABILITIES & EQUITY	<u>7,036,432.89</u>	<u>6,920,201.08</u>	<u>116,231.81</u>

Inter-Canyon Fire Protection District - New

Profit & Loss

May 2021

06/03/21

Accrual Basis

	<u>May 21</u>	<u>Jan - May 21</u>
Income		
300-000 · Revenues	289,261.24	928,601.39
300-660 · Donated Funds	1,825.75	6,385.75
Total Income	<u>291,086.99</u>	<u>934,987.14</u>
Gross Profit	291,086.99	934,987.14
Expense		
400-000 · Administrative	19,056.31	46,343.45
425-101 · Payroll & Benefits	51,412.59	221,597.77
500-000 · FireFighting	352.65	10,862.74
550-550 · EMS Services	2,046.66	17,981.17
600-000 · FF Apparatus/Equip Maintenance	5,758.75	31,015.56
660-000 · Firefighter General Expenses	4,995.02	6,579.27
665-000 · Auxiliary Operations	0.00	135.00
670-000 · Station 1	2,666.85	13,345.42
680-000 · Station 2	691.87	7,903.35
690-000 · Station 3	1,597.05	9,336.85
691-000 · Station 4	1,061.96	7,168.33
692-000 · Station 5	628.13	4,023.20
700-000 · Communications	11,438.81	27,246.94
900-000 · Capital Expenditures	48,455.48	306,641.98
Total Expense	<u>150,162.13</u>	<u>710,181.03</u>
Net Income	<u><u>140,924.86</u></u>	<u><u>224,806.11</u></u>

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

06/03/21

Accrual Basis

	<u>Jan - May 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Income			
300-000 · Revenues	928,601.39	896,140.95	32,460.44
300-660 · Donated Funds	6,385.75	0.00	6,385.75
Total Income	<u>934,987.14</u>	<u>896,140.95</u>	<u>38,846.19</u>
Gross Profit	934,987.14	896,140.95	38,846.19
Expense			
400-000 · Administrative	46,343.45	47,620.00	-1,276.55
425-101 · Payroll & Benefits	221,597.77	234,370.00	-12,772.23
500-000 · FireFighting	10,862.74	21,925.00	-11,062.26
550-550 · EMS Services	17,981.17	19,040.00	-1,058.83
600-000 · FF Apparatus/Equip Maintenance	31,015.56	45,660.48	-14,644.92
660-000 · Firefighter General Expenses	6,579.27	3,525.00	3,054.27
665-000 · Auxiliary Operations	135.00	800.00	-665.00
670-000 · Station 1	13,345.42	13,416.51	-71.09
680-000 · Station 2	7,903.35	7,909.84	-6.49
690-000 · Station 3	9,336.85	12,394.77	-3,057.92
691-000 · Station 4	7,168.33	8,029.64	-861.31
692-000 · Station 5	4,023.20	4,004.31	18.89
700-000 · Communications	27,246.94	30,173.06	-2,926.12
900-000 · Capital Expenditures	306,641.98	893,850.00	-587,208.02
Total Expense	<u>710,181.03</u>	<u>1,342,718.61</u>	<u>-632,537.58</u>
Net Income	<u><u>224,806.11</u></u>	<u><u>-446,577.66</u></u>	<u><u>671,383.77</u></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
Parts										
Firefighting Equipment										
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
Total Parts						22	0	22	7,532.00	7,532.00
TOTAL						22	0	22	7,532.00	7,532.00

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

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Bill	05/21/2021	5/21/21 ...	Mike Wood	05/31/2021		107.69
Bill	05/21/2021	5/21/21 ...	Shane Buckles	05/31/2021		62.62
Bill	05/21/2021	2278	F&D International	05/31/2021		48,455.48
Bill	05/03/2021	April 2021	DB Outdoors LLC	06/02/2021		2,030.00
Bill	05/23/2021	5/23/21 ...	Holly Shirlaw	06/02/2021		70.00
Bill	05/23/2021	169587	Peggy Lucatuorto	06/02/2021		43.75
Bill	05/23/2021	288347	Mike Onken	06/02/2021		320.00
Bill	05/23/2021	988041...	Verizon Wireless	06/02/2021		464.97
Bill	05/24/2021	5/24/21 ...	First Bank	06/03/2021		1,879.83
Bill	05/25/2021	0535-00...	Republic Services #535	06/04/2021		231.29
Bill	05/26/2021	5/26/21 ...	IREA	06/05/2021		129.12
Bill	05/26/2021	733496...	Xcel Energy	06/05/2021		282.31
Bill	05/27/2021	21C-00...	Colorado Firefighter Hea...	06/06/2021		196.00
Bill	05/27/2021	22H-00...	Colorado Firefighter Hea...	06/06/2021		525.00
Bill	05/27/2021	802111...	Advanced Auto Parts	06/06/2021		443.98
Bill	05/27/2021	802111...	Advanced Auto Parts	06/06/2021		99.56
Bill	05/27/2021	IN1584...	MES Rocky Mountains	06/06/2021		170.00
Bill	05/27/2021	34792	The Adams Group, LLC	06/06/2021		7,500.00
Bill	05/28/2021	00007166	Pericle Communications...	06/07/2021		9,698.00
Bill	05/28/2021	5/28/21 ...	Dave Wurts	06/07/2021		49.32
Bill	05/28/2021	288348	Mike Onken	06/07/2021		160.00
Bill	05/30/2021	169588	Peggy Lucatuorto	06/09/2021		78.75
Bill	05/31/2021	201806...	EBS of Colorado (A CO...	06/10/2021		61.15
Bill	05/31/2021	5/31/21 ...	Holly Shirlaw	06/10/2021		70.00
Bill	05/31/2021	5/31/21 ...	Ken Caryl Ranch Water	06/10/2021		32.04
Bill	05/31/2021	164160	Sandy Onken	06/10/2021		70.00
Bill	05/15/2021	288344	Mike Onken	06/15/2021		560.00
Bill	05/17/2021	051721...	Shirley Septic Pumping I...	06/17/2021		365.00
Bill	05/18/2021	288345	Mike Onken	06/18/2021		240.00
Bill	05/18/2021	288346	Mike Onken	06/18/2021		320.00
Bill	05/19/2021	93937505	Henry Schein Medical	06/19/2021		424.00
Total Current						75,139.86
1 - 30						
Total 1 - 30						
31 - 60						
Total 31 - 60						
61 - 90						
Total 61 - 90						
> 90						
Total > 90						
TOTAL						75,139.86



INTER-CANYON FIRE PROTECTION DISTRICT

ICFPD BANK STATEMENTS
ARE AVAILABLE BY REQUEST

PLEASE CONTACT
DISTRICT ADMINISTRATOR KELLEY WOOD

303-697-4413

kwood@icfpd.net

2:17 PM

06/03/21

**Inter-Canyon Fire Protection District - New
Reconciliation Summary
100-105 · ColoTrust Account, Period Ending 05/31/2021**

	<u>May 31, 21</u>
Beginning Balance	1,832,698.07
Cleared Transactions	
Deposits and Credits - 1 item	<u>7.97</u>
Total Cleared Transactions	<u>7.97</u>
Cleared Balance	<u>1,832,706.04</u>
Register Balance as of 05/31/2021	1,832,706.04
Ending Balance	1,832,706.04

**Inter-Canyon Fire Protection District - New
Reconciliation Summary
100-106 · First Bank Checking, Period Ending 05/31/2021**

	May 31, 21
Beginning Balance	478,075.78
Cleared Transactions	
Checks and Payments - 76 items	-204,812.35
Deposits and Credits - 8 items	291,078.93
	86,266.58
Total Cleared Transactions	86,266.58
Cleared Balance	564,342.36
Uncleared Transactions	
Checks and Payments - 8 items	-1,766.08
Deposits and Credits - 1 item	350.00
	-1,416.08
Total Uncleared Transactions	-1,416.08
Register Balance as of 05/31/2021	562,926.28
New Transactions	
Checks and Payments - 1 item	-4,454.55
Deposits and Credits - 1 item	263.19
	-4,191.36
Total New Transactions	-4,191.36
Ending Balance	558,734.92

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06/03/21

Inter-Canyon Fire Protection District - New
Reconciliation Summary
100-107 · First Bank Savings, Period Ending 05/31/2021

	<u>May 31, 21</u>
Beginning Balance	11,263.54
Cleared Transactions	
Deposits and Credits - 1 item	<u>0.09</u>
Total Cleared Transactions	<u>0.09</u>
Cleared Balance	<u>11,263.63</u>
Register Balance as of 05/31/2021	11,263.63
Ending Balance	11,263.63

Date:	Amount:	Description:	Total:
4/24/2021	\$70.52	Fuel for command vehicle	\$1,879.83
4/29/2021	\$730.00	FCC licensing	
4/30/2021	\$46.00	Saferide	
5/6/2021	\$43.96	Staples, supplies for station 1	
5/6/2021	\$75.61	Fuel for command vehicle	
5/13/2021	\$41.80	Zoom	
5/18/2021	\$794.80	Big O tires for Tahoe	
5/20/2021	\$77.14	Fuel for command vehicle	



Chief Skip Shirlaw
 Chief's Report to the Inter-Canyon Fire Protection Board Meeting
 June 9, 2021

Current Membership Firefighters 30 (25 EMS are Included)
 Rookies 3

Total Membership 33

Call Comparisons:
Year to date: 152 (6/3)

Last Year to date: 153 (6/3)

<p>For the Month of May 2021 Fire 3 Rescue & Emergency Medical 15 Good Intent Calls 5 False Alarm 1 Mutual Aid: 1 received 2 given TOTAL for the Month: 24 Total Members Responding 151 Total Incident Hours 88 Average Turnout Per Call 6.5</p>	<p>For the Month of May 2020 Fire 1 Rescue & Emergency Medical 21 Good Intent Calls 10 False Alarm 2 Mutual Aid: 1 received 1 given TOTAL for the Month: 34 Total Members Responding 276 Total Incident Hours 121.02 Average Turnout Per Call 7.9</p>
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2018 International Wildland Urban Interface Code Amendments
Elk Creek Fire Protection District
Resolution 2019-4-1

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ELK CREEK FIRE PROTECTION DISTRICT
TO ADOPT THE 2018 INTERNATIONAL WILDLAND
URBAN INTERFACE CODE**

WHEREAS, the Elk Creek Fire Protection District ("District") provides fire protection services to a part of the unincorporated limits of the County of Jefferson; and

WHEREAS, from time to time the Board of Directors ("Board") has adopted a fire code to provide for uniformity of the requirements within the total District, to assist in the preservation of property and lives, to clarify relations between this and neighboring Districts, and to promote the prevention of fire and damage within the District; and

WHEREAS, the Colorado State Legislature, through the adoption of the House Bill 1320, has provided in section 1002[d] of Title 32, Article 1 of the Colorado Revised Statutes, for the adoption and enforcement of fire codes by the Colorado Fire Protection Districts; and

WHEREAS, House Bill 1320 also requires that the Board of County Commissioners approve all fire codes adopted by the fire districts which are also within unincorporated portions of a county; and

WHEREAS, the Board desires to adopt to the same code as adopted by the Jefferson County to provide uniformity; and

WHEREAS, the Board also desires to adopt as promulgated by the International Code Council; and

WHEREAS, the Board also desires to adopt the International Wildland Urban Interface Code [2018 Edition].

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELK CREEK FIRE PROTECTION DISTRICT THAT:

- I. Adoption of Code: The International Wildland Interface Code [2018 Edition] as promulgated by the International Code Council and the Amendments as attached hereto, is hereby adopted.
- II. From and after this date, said Code shall be administered and enforced by the Fire Chief of the Elk Creek Fire Protection District or his authorized representative, as required and provided for in Section 1002 of Title 32, Article 1 of the Colorado Revised Statutes.
- III. The Fire Marshal of Elk Creek Fire Protection District for the purpose of enforcing said Code shall be considered an authorized representative of the Fire Chief. This section shall not limit the designation of additional authorized representatives if the Chief, with approval by the Board, deems it necessary for the effective enforcement of the Code.
- IV. The Code will become effective for unincorporated areas of Jefferson County within the District upon the approval by the Board of County Commissioners.
- V. Nothing contained herein shall be construed as modifying or limiting the powers, duties, and responsibilities of the Fire Chief of the Elk Creek Fire Protection District or his authorized representative to carry out and fulfill those powers and obligations set forth and enumerated in Section 1002 of Title 32, Article I of the Colorado Revised Statutes as amended.
- VI. The International Wildland Interface Code [2018 Edition] is amended and changed in the following respects:
 - ❖ 1. Chapter 5, shall be deleted.
- VII: Penalties
 - (a) Any owner, lessee, agent, or occupant of any building or premises maintaining any condition likely to cause fire or to constitute an additional fire hazard or any condition which impedes or prevents the egress of persons from such building or premises in violation of the provisions of CRS §32-1-1002(3), shall be deemed to be maintaining a fire hazard. Any person who violates any provision of said Section V, subsection (c) is guilty of a misdemeanor. Each day in which such violation occurs shall constitute a separate violation of CRS §32-1-1002(3).
 - (b) The application of the above penalty shall not be construed to prevent the enforced removal or correction of prohibited conditions or other injunctive relief.

VIII: Repeal of Conflicting Ordinances or Resolutions:

All former ordinances or resolutions enacted by the District or parts thereof conflicting or inconsistent with the provisions of this resolution of the Code or standards hereby adopted are hereby repealed.

IX: Validity and Conflict:

The Board hereby declares that should any section, paragraph, sentence or word of this resolution or of the code or standards hereby adopted be declared for any reason to be invalid, it is the intent of the Board that it would have passed all other portions of this resolution independent of elimination here from of any such portion of this resolution or code or standards adopted herein to be interpreted in conflict with existing State law. In the event there is conflict between State law and this code, State law shall take precedent

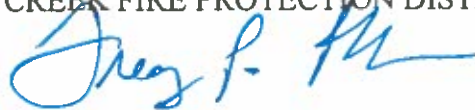
X: Date of Effect:

This resolution shall take effect and be enforced within incorporated municipalities and unincorporated portions of Jefferson County, from and after its approval as set forth in CRS §32-1-1002(1)(d).

APPROVED by the Board of Directors of the Elk Creek Fire Protection District, upon a motion duly made, seconded and passed at its regular meeting held on the 11th day of April, 2019, by a vote of 5 in favor and 0 against, and 0 abstentions.

ELK CREEK FIRE PROTECTION DISTRICT

BY:



ATTEST:



Adoption of International Wildland-Urban Interface Code (IWUI)

Comparison of WUI to existing Jefferson County Regulations and Code Amendments

This code shall **supplement** the jurisdiction's building and fire codes, if such codes have been adopted, to provide for **special regulations to mitigate the fire and life-safety hazard** of the wildland-urban interface (WUI) areas (2018 IWUI, page 1, Chapter 1, Section 101.3, para. 3, emphasis added).

Chapter 1 Scope and Administration

Chapter 1 establishes the limits of applicability of the code and describes how the code is to applied and enforced.

1. Amend Section 106 *Appeals* to reflect the existing Jefferson County appeals process.

Chapter 2 Definitions

Chapter 2 provides the function of stating clearly what specific terms mean for the purpose of the code.

1. No recommended changes or amendment.

Chapter 3 Wildland-Urban Interface Areas

Chapter 3 provides for the legal declaration and establishment of WUI interface area within the adopting jurisdiction by the local legislative body. The provision cover area analysis and declaration based on finding of fact (located in Appendix E), mapping of the area, legal recordation of the maps with the local keeper of records and the periodic review and reevaluation of the declared area on a regular basis.

1. A great deal of this work had been completed and is available through the US Forest Service, Colorado State Forest Service, and local fire district Community Wildfire Protection Plans (CWPP).
2. Utilizing Appendix D, *Fire Danger Rating System*, Jefferson County is represented by Fuel Model C and G.
3. Appendix E, *Findings of Fact*, is supplemented or supported by district and community CWPP and Community Wildfire Protection Individual Plans (CWPIP), Colorado Water Report, Rocky Mountain Area forecast, and Jefferson County Hazard Mitigation Plan (HMP).
4. Jefferson County Planning and Zoning currently divides the County on a roughly North-South line to create the Wildfire Zone (above 6400') and Plains.
5. While the establishment of zones is helpful in the enforcement of regulations particular to the zones, WUI adoption should be County wide. Recent large fire events involving grassland/rangeland within and adjacent to urban/suburban areas provides graphic examples of how rapidly fire spreads and can quickly involve residential and commercial areas with poor hazard management.

Adoption of International Wildland-Urban Interface Code (IWUI)

Comparison of WUI to existing Jefferson County Regulations and Code Amendments

Chapter 4 Wildland-Urban Interface Area Requirements

Chapter 4 provides requirements that apply to all occupancies in the WUI and pertain to fire service access, premises identification, key box access to secure properties, fire protection water supplies, fire department access to protection systems and hydrants, and fire protection plans.

1. Chapter 4 is comprised of the following sections. Highlighted sections indicate where existing regulations support or where new regulation may be under consideration;
 - a. Section 401 General: WUI areas shall be provide with emergency vehicle access and water supply in accordance with this chapter.
 - b. Section 402 Applicability: Addresses how the WUI code is applied subdivisions, individual structures and existing conditions.
 - c. **Section 403 Access**: The requirements of this section parallel and reflect County requirements as found in the Jefferson County Land Development Regulations, Section 4 and the Jefferson County Transportation Design and Construction Manual.
 - d. **Section 404 Water Supply**: Currently, Jefferson Land Development Regulations, Sections 4 and 24, provide vague guidance as to water supply requirements within development. There is a generally deferral to incorporated communities and fire districts to establish and enforce water supply within the County. Section 404 provides a minimum base from which to work to ensure adequate water is available for suppression purposes. This section could be strengthened with the adoption of a Rural Water Supply regulation similar to the one used by Douglas County.
 - e. **Section 405 Fire Protection Plans**: This is currently addressed by fire districts through Will Serve, On Site and Off Site letters required to obtain building permits. Many districts include information regarding distance to a fire station, nearest useable water supply, ISO classification, and requirements for fire protection systems. This section is also supplemented by existing Jefferson County Defensible Space requirements (based upon Colorado State Forest Service recommendations) and the use of Appendix Z in the building codes.
2. The current Cistern Group, which meets on Mondays twice per month, is comprised of representatives of the Jefferson County Fire Marshals, Planning and Zoning staff, and Building Safety Staff. This group is working on how to address water supply requirements in the development process. One aspect under consideration is the establishment of community cisterns for wildland firefighting when new subdivisions are proposed or existing subdivisions expand.

Chapter 5 Special Building Construction Regulations

Chapter 5 provides regulations that establish minimum standards for the location, design and construction of buildings and structures based on fire hazard severity in the WUI.

1. In 2019 Jefferson County recognized the existing severity of the WUI in the Wildfire Zone.

Adoption of International Wildland-Urban Interface Code (IWUI)

Comparison of WUI to existing Jefferson County Regulations and Code Amendments

2. Appendix Z was created based upon, in part, the experience and practices in Boulder County and the State of California.
3. Appendix Z amends Chapter 5 to reflect the most stringent building requirements, Class 1 ignition resistant construction, for residential and commercial construction in the WUI.
4. No additional change or amendment is required.

Chapter 6 Fire Protection Requirements

Chapter 6 establishes minimum fire protection requirements to mitigate the hazards to life and property from fire in the WUI including both design oriented and prescriptive mitigation strategies to reduce fire extending from a structure into the WUI and a wildfire spreading to structures.

1. Chapter 6 is comprised of the following sections. Highlighted sections indicate where existing regulations support or where new regulation may be under consideration:
 - a. Section 601 General: Provide minimum requirements to mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to prevent structure fires from spreading into wildland fuels.
 - b. **Section 602 Automatic Sprinkler Systems:** Class 1 Ignition Resistant Construction (as required by Appendix Z) requires the installation of sprinkler systems per nationally recognized standards. Many of the fire districts in the Wildfire Zone currently require sprinklers when water or access requirements cannot be met. This section should not be amended out but retained to support these districts.
 - c. **Section 603 Defensible Space:** Currently Jefferson County requires that a defensible space/mitigation plan, based upon the recommendations of the Colorado State Forest Service, be provided as part of the building permit process. This section is well supported and enhanced by existing CWPP and Home Assessment programs such as those implemented by Evergreen and Elk Creek. While Table 603.2 provides more aggressive fuel modification distances, this may be amended to be consistent with County requirements.
 - d. **Section 604 Maintenance of Defensible Space:** Assigns responsibility of maintenance and minimum distances and conditions. No change necessary.
 - e. **Section 605 Spark Arrestors:** This supplements/supports requirements that currently exist in the building codes and Appendix Z.
 - f. Section 606 Liquefied Petroleum Gas Installations: This section supports requirements that currently exist in the International Fire Code (IFC) as adopted.
 - g. **Section 607 Storage of Firewood and Combustible Materials:** This section specifies conditions for storage that may be addressed through defensible space and mitigation plans. Additionally, this section may be well supported by existing Home Assessment Programs as noted in c. above.

Adoption of International Wildland-Urban Interface Code (IWUI)

Comparison of WUI to existing Jefferson County Regulations and Code Amendments

Chapter 7 Referenced Standards

The WUI code contains numerous references to standards developed by other organizations that are used to provide requirements for materials and methods of construction. This chapter provides a comprehensive list of all standards that are referenced.

1. No recommended changes. Jefferson County may amend this chapter to include existing regulations that supplement or support the code.

The appendixes of the WUI are not mandatory unless specifically referenced in the adopting ordinance. The appendixes provide information and details supplemental to chapters and sections of the code. The appendixes also provide information and tools that are useful in developing a comprehensive assessment of community wildfire risk.

Below is the list of appendixes found within the WUI code. No changes or amendment are recommended.

Appendix A General Requirements

Appendix B Vegetation Management Plan

Appendix C Fire Hazard Severity Form

Appendix D Fire Danger Rating System

Appendix E Findings of Fact

Appendix F Characteristics of Fire-Resistive Vegetation

Appendix G Self-Defense Mechanism

Appendix H International Wildland-Urban Interface Code Flowchart



AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 18th day of May in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Inter Canyon Fire Protection District
7939 S Turkey Creek Road
Morrison, CO 80465

and the Contractor:
(Name, legal status, address and other information)

Advanced Tower Services, Inc. corporation
2417 Baylor Drive SE
Albuquerque, NM 87106

for the following Project:
(Name, location and detailed description)

Inter-Canyon Fire Protection District
Station #4
80' self-supporting communication tower

The Architect:
(Name, legal status, address and other information)

Ridgeline Engineering Company
Attn: Joel Deis
1600 Washington Avenue #2
Golden CO 80401

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
031.001	Public Safety Communication Tower Construction	4/6/21

Specifications:

Section	Title	Pages
	Exterior Grounding System Design	1-4

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
n/a		

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- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
 Tower and foundation design package (155 pages)

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than 120 days () calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Ninety eight thousand five hundred twenty five dollars only (\$ 98525.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Permits	\$1,400.00
Mobilization	\$1,200.00
Foundations	\$21,000.00
Tower steel	\$44,000.00
Tower erection, includes crane	\$12,000.00
Ice bridge	\$4,225.00
Entry panel	\$600.00
Fence	\$3,700.00
Grounding	\$7,900.00
PM/GC	\$2,500.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

n/a

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Foundations installed	\$23600.00
Tower fabrication completed	\$44000.00
Project final completion	\$30925.00

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars (\$ 1000000.00) each occurrence, two million dollars (\$ 2000000.00) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

Init.

than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million dollars (\$ 1000000.00) each accident, one million dollars (\$ 1000000.00) each employee.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

May 19, 2021

Cliff Barbieri

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

Cliff Barbieri



Init.

EXHIBIT A
AIA DOCUMENT A105-2017,
STANDARD SHORT FORM OF AGREEMENT BETWEEN OWNER AND
CONTRACTOR

The following provisions are incorporated into Article 17 of AIA Document A105-2017, Standard Short Form of Agreement between Owner and Contractor:

17.1 Conflict with Other Contract Documents or Agreement Terms. In the event any provision of this Agreement conflicts or creates an ambiguity with a provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting or ambiguous provision, subject to any subsequent Modification. **The provisions contained in this § 17.1 shall control, modify and supersede any other contrary, conflicting or ambiguous terms contained in the Agreement.**

17.2 Performance and Payment Bonds. Prior to commencing work Contractor shall provide a performance and payment bond pursuant to §§38-26-105 and 38-26-106, C.R.S., in a form acceptable to Owner.

17.3 Liquidated Damages. The Contractor and the Owner recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in the Agreement, subject to adjustments of the Contract Time allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner \$ _____ for each day that expires after the time specified in Section 2.3 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner \$ _____ for each day that expires after the time specified in Section 12.5.2 of the Agreement, which shall be considered the time for Final Completion of the Work.

17.4 Final Completion. The Contractor shall achieve Final Completion of the Work not later than the date specified pursuant to Section 12.5.2. The Work shall be deemed to have achieved “Final Completion” as of the date that the Contractor submits both (i) a notice that the Work is ready for final inspection and acceptance and (ii) a final Application for Payment. In the event that the Owner rejects either of such documents, then the date of Final Completion shall be the date that the Contractor has submitted both documents in (subsequently) approved form.

17.5 Final Payment. Final payment pursuant to §12.6 of the Agreement shall be made pursuant to this §17.4. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor in accordance with Section 38-26-107, C.R.S. Accordingly, the Owner shall cause Notice of Final Payment to be delivered to the Owner's legal newspaper within ten (10) days of acceptance of the Contractor's (i) notice that the Work is ready for final inspection and acceptance and (ii) final Application for Payment. Owner shall cause final payment to be made within ten (10) days after second publication of such Notice, subject to any verified claims or actions. Final payment shall proceed as follows:

Owner shall set the date and time for final settlement and advertise the same by two publications of notice thereof, the last publication appearing at least ten (10) days prior to the time of final settlement. Final payment and settlement will be made on the date of final settlement as advertised, or as soon thereafter as practicable. If any claim for unpaid labor, materials, supplies or equipment is filed with the Owner by a subcontractor or supplier before payment in full of all sums due to the Contractor, the Owner shall withhold from the Contractor an amount equal to 150% of said claim unless otherwise secured to ensure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing with the Owner a receipt in full or an order for withdrawal signed by the claimant or its duly authorized agent or assignee. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice, unless a legal action has been commenced within that time to enforce such claim and a notice of *lis pendens* has been filed with the Owner. At the expiration of such ninety (90) day period, the Owner shall pay the Contractor all funds due under the Contract Documents that are not subject to such action and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of such judgment as may result from such action. If any claim of a subcontractor or supplier for labor, materials, supplies or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be legally compelled to pay to satisfy such claim, including all costs and attorney's fees incurred by the Owner as a result of the Contractor's failure to pay.

17.6 Illegal Aliens. The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform Work under the Contract Documents or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract Documents through participation in either the E-Verify Program

or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing Work under the Contract Documents knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the contract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Owner may terminate the Contract Documents for breach, and the Contractor shall be liable for actual and consequential damages to the Owner, any other provision herein notwithstanding. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Owner.

17.7 Appropriations. The Owner represents that it has appropriated money equal to or in excess of the Contract Sum for the Work.

17.8 Participation in Certified Apprentice Training Program. If the Owner used a prequalification process pursuant to Section 32-1-1805, C.R.S., to select and award the Work, by execution of the Agreement Contractor represents, warrants, and agrees that the Contractor shall comply with the provisions of Section 32-1-1805(3), C.R.S., relating to access to apprentice training programs certified by the U.S. Department of Labor or a comparable alternative.

17.9 Taxes. §8.6 is modified with the addition of the following sentence: Owner, as a political subdivision of the state of Colorado pursuant to § 32-1-103(20), C.R.S. is exempt from sales and use taxes on construction and building materials pursuant to §39-26-708, CR.S. Contractor shall not be entitled to payment by Owner of any sales and use taxes for which Owner and the Work is exempt.

17.10 Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was

used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

OWNER
Inter-Canyon Fire Protection District

CONTRACTOR
Advanced Tower Services Inc.

_____ (print name)

Cliff Barbieri

END OF EXHIBIT A

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That full legal name and address of Contractor] as Principal, hereinafter called Principal, and full legal name and address of Surety as Surety, hereinafter called Surety, are held and firmly bound unto the full name and address of Owner and its Assignee as Obligees, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written contract dated _____, 20__, entered into an Agreement with Owner for describe the Project, Project Number and Address which Agreement is by reference expressly made a part hereof, incorporated herein by reference and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Agreement, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Agreement, labor and material being construed to include, among other things, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full for Work or labor done or performed, or materials furnished by such claimant shall be paid by Surety, and any such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) After the expiration of six (6) months following the date on which Principal ceased Work on said Agreement, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the

construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens or verified statements of claims which may be filed of record, whether or not claim for the amount of such lien or claim be presented under and against this bond.

Signed and sealed this ____ day of _____, 20__.

Witness:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That full legal name and address of Contractor as Principal, hereinafter called Principal, and full legal name and address of Surety as Surety, hereinafter called Surety, are held and firmly bound unto the full name of Owner and its Assignee as Obligees, hereinafter called Owner, in the amount of _____ Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Contract dated _____, 20__, entered into an Agreement with Owner for describe the Project, Project Number and address which Agreement is by reference expressly made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of the Agreement, changes and extensions of time. Surety and Principal agree that the penalty amount of this performance bond shall automatically increase should the contract amount increase as a result of changes.

Whenever Principal shall be, and declared by Owner to be in default under the Agreement, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions using a contractor acceptable to Owner or, at the sole discretion of the Owner, the parties may proceed as described below.

2. Surety shall obtain a Bid or Bids for completing the Agreement in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible and acceptable Bidder, Owner may, in its sole discretion, enter into an agreement between such Bidder and Owner, and Surety shall make available as Work progresses (even though there should be a default or a succession of defaults under the Agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as that amount may be increased to reflect increases in the contract amount due to added work; provided, however, that Owner shall be entitled to recover from Surety its costs and attorneys' fees incurred in enforcing its rights herein and under the Agreement over and

above the penal sum of this bond. The term “balance of the Agreement price” as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Agreement and any Agreement Change Orders thereto, less the amount properly paid by Owner to Principal and less any damages suffered by Owner due to Principal’s default.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the Warranty provided for in the Agreement expires and shall be brought in a state court of competent jurisdiction in the county in which Project is located, and not elsewhere.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this ____ day of _____, 20__.

Witness:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness:

Principal:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

INTERGOVERNMENTAL AGREEMENT
BETWEEN ELKCREEK FIRE PROTECTION DISTRICT
AND INTER-CANYON FIRE PROTECTION DISTRICT
FOR FIRE PREVENTION and EDUCATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT("Agreement") is entered into by and between Elk Creek Fire Protection District ("Elk Creek") and Inter-Canyon Fire Protection District ("Inter-Canyon"), both quasi-municipal corporations organized pursuant to Title 32, C.R.S. to provide fire protection and prevention services.

RECITALS

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Inter-Canyon is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson County, Colorado; and
3. Inter-Canyon has determined that it requires outsourcing of certain fire prevention and education services as defined herein; and
4. Elk Creek has the ability and capacity to provide those services; and
5. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fire prevention services within their contiguous borders in an efficient manner.

AGREEMENT

1. Fire Department Training Chief. Commencing on the effective date (defined below), Elk Creek agrees to hire a Training Chief that will provide training for Elk Creek and Inter Canyon to include:
 - a. Training plan development review and approval.
 - b. Tracking and testing for CO State Fire Certifications and renewal.
 - c. Joint Response.
 - d. Training plan implementation.
 - e. Any other duties as assigned.
 - f. Appropriate response during emergency events.
2. Compensation. Inter-Canyon agrees to pay Elk Creek the following:

50% of agreed upon fully burdened rate for a full-time position based on the qualifications and job description for Employee. This will be billed monthly to Inter Canyon.
4. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on March 1, 2021 ("Effective Date") and shall remain in effect until terminated by either party as provided in paragraph 7 below.

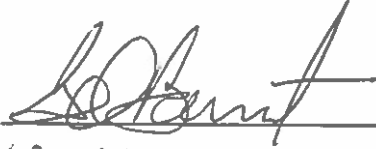
5. Liability. For the duration of this Agreement, including any renewal term, the liability for any act or omission of the Employee shall be the sole responsibility of the party for whom the Employee is providing services at the time of the act or omission. In no event shall a party be liable for any damages, claims, injuries, or causes of action that are based on the conduct of the Employee when providing services for the other party. This paragraph 4 does not absolve the Employee of personal liability if the Employee's actions are found to be willful and wanton, or outside the scope of employment. No provision of this Agreement is intended to change, waive, or amend the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.
6. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Employee. Any records of services provided pursuant to this Agreement within the boundaries of Inter-Canyon shall be and become the property of Inter-Canyon and shall be retained by Inter-Canyon in accordance with public records and any other applicable law.
7. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Inter-Canyon and the Fire Chief of Elk Creek shall jointly administer this Agreement. Any disciplinary matters shall be jointly discussed and resolved between the Fire Chiefs pursuant to the policies of the entity that Employee was providing services for when the disciplinary issue occurred.
8. Termination. Either party may terminate this Agreement as follows:
 - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
 - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
 - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
 - d. For non-appropriation. Either party may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement. However, compensation for any services rendered to Inter-Canyon prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is not intended to create a multiple fiscal year obligation for either party.
9. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

Elk Creek Fire Protection District
PO Box 607
Conifer, CO 80433

Inter-Canyon Fire Protection District
7939 South Turkey Creek Road
Morrison, CO 80465

10. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award. The parties agree to attempt in good faith to mediate any dispute prior to initiating litigation.
11. **Severability.** In the event that any section, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
12. **No Waiver.** Any party's failure to insist upon strict performance of another party's covenants, agreements and rights shall not be deemed a waiver or relinquishment by such party and such covenants, agreements and rights shall continue in full force and effect.
13. **No Third Party Rights.** This Agreement shall not create any rights in any party that has not signed it.
14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between parties regarding the subject matter hereof, and may be modified only by a written instrument signed by both parties. There are no verbal or other agreements that modify or effect is agreement.

Elk Creek Fire Protection District



19 MAY 2021

Inter-Canyon Fire Protection District

INTERGOVERNMENTAL AGREEMENT
BETWEEN ELKCREEK FIRE PROTECTION DISTRICT
AND INTER-CANYON FIRE PROTECTION DISTRICT
FOR FIRE PREVENTION and EDUCATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between Elk Creek Fire Protection District ("Elk Creek") and Inter-Canyon Fire Protection District ("Inter-Canyon"), both quasi-municipal corporations organized pursuant to Title 32, C.R.S. to provide fire protection and prevention services.

RECITALS

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Inter-Canyon is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson County, Colorado; and
3. Inter-Canyon has determined that it requires outsourcing of certain fire prevention and education services as defined herein; and
4. Elk Creek has the ability and capacity to provide those services; and
5. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fire prevention services within their contiguous borders in an efficient manner.

AGREEMENT

1. Fuels Management Crew. Commencing on the Effective Date (defined below), Elk Creek agrees to hire and supervise a 4-person hazard fuel reduction crew. This crew will work across both districts on hazard fuel reduction projects and fire suppression:
 - a. Manage and implement the community chipping program across both districts;
 - b. Implement hazard fuel reduction projects in both districts;
 - c. Participate in public education programs and events;
 - d. Appropriate response during emergency events.
2. Compensation. Inter-Canyon agrees to pay Elk Creek the following:

100% of agreed upon fully burdened rate for a full-time position based on the qualifications and job description for Employee and 3 seasonal Employees. The season will be 6 months in duration but can be adjusted based on funding, fire danger and project work. This will be billed monthly to Inter Canyon.

3. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on March 1, 2021 ("Effective Date") and shall remain in effect until terminated by either party as provided in paragraph 7 below.
4. Liability.
For the duration of this Agreement, including any renewal term, the liability for any act or omission of the Employee shall be the sole responsibility of the party for whom the Employees

are providing services at the time of the act or omission. In no event shall a party be liable for any damages, claims, injuries, or causes of action that are based on the conduct of the Employee's when providing services for the other party. This paragraph 4 does not absolve the Employee of personal liability if the Employee's actions are found to be willful and wanton, or outside the scope of employment. No provision of this Agreement is intended to change, waive, or amend the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

5. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Employee. Any records of services provided pursuant to this Agreement within the boundaries of Inter-Canyon shall be and become the property of Inter-Canyon and shall be retained by Inter-Canyon in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Inter-Canyon and the Fire Chief of Elk Creek shall jointly administer this Agreement. Any disciplinary matters shall be jointly discussed and resolved between the Fire Chiefs pursuant to the policies of the entity that Employee was providing services for when the disciplinary issue occurred.
7. Termination. Either party may terminate this Agreement as follows:
 - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
 - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
 - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
 - d. For non-appropriation. Either party may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement. However, compensation for any services rendered to Inter-Canyon prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is not intended to create a multiple fiscal year obligation for either party.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

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Conifer, CO 80433

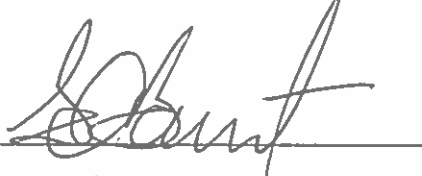
Inter-Canyon Fire Protection District
7939 South Turkey Creek Road
Morrison, CO 80465

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such

actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award. The parties agree to attempt in good faith to mediate any dispute prior to initiating litigation.

10. Severability. In the event that any section, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
11. No Waiver. Any party's failure to insist upon strict performance of another party's covenants, agreements and rights shall not be deemed a waiver or relinquishment by such party and such covenants, agreements and rights shall continue if full force and effect.
12. No Third-Party Rights. This Agreement shall not create any rights in any party that has not signed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between parties regarding the subject matter hereof and may be modified only by a written instrument signed by both parties. There are no verbal or other agreements that modify or effect is agreement.

Elk Creek Fire Protection District



19 MAY 2021

Inter-Canyon Fire Protection District



INTERGOVERNMENTAL AGREEMENT

BETWEEN ELKCREEK FIRE PROTECTION DISTRICT

AND INTER-CANYON FIRE PROTECTION DISTRICT

FOR FIRE PREVENTION and EDUCATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between Elk Creek Fire Protection District ("Elk Creek") and Inter-Canyon Fire Protection District ("Inter-Canyon"), both quasi-municipal corporations organized pursuant to Title 32, C.R.S. to provide fire protection and prevention services.

RECITALS

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Inter-Canyon is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson County, Colorado; and
3. Inter-Canyon has determined that it requires outsourcing of certain fire prevention and education services as defined herein; and
4. Elk Creek has the ability and capacity to provide those services; and
5. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fire prevention services within their contiguous borders in an efficient manner.

AGREEMENT

1. Fire Prevention Services. Commencing on the Effective Date (defined below), Elk Creek agrees to provide fire prevention services utilizing Elk Creek's Wildfire Mitigation Specialist ("Employee"), as directed by Inter-Canyon and within the boundaries of Inter-Canyon to include:
 - a. Development plan review and approval;
 - b. Coordinating and performing home assessments;
 - c. Community Ambassador coordination;
 - d. Additional appropriate program coordination;
 - e. Appropriate response during emergency events.
2. Compensation. Inter-Canyon agrees to pay Elk Creek the following:

50% of agreed upon fully burdened rate for a full-time position based on the qualifications and job description for Employee. This will be billed monthly to Inter Canyon.
3. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on April 1, 2021 ("Effective Date") and shall remain in effect until terminated by either party as provided in paragraph 7 below.
4. Liability. For the duration of this Agreement, including any renewal term, the liability for any act or omission of the Employee shall be the sole responsibility of the party for whom the Employee is

providing services at the time of the act or omission. In no event shall a party be liable for any damages, claims, injuries, or causes of action that are based on the conduct of the Employee when providing services for the other party. This paragraph 4 does not absolve the Employee of personal liability if the Employee's actions are found to be willful and wanton, or outside the scope of employment. No provision of this Agreement is intended to change, waive, or amend the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

5. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Employee. Any records of services provided pursuant to this Agreement within the boundaries of Inter-Canyon shall be and become the property of Inter-Canyon and shall be retained by Inter-Canyon in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Inter-Canyon and the Fire Chief of Elk Creek shall jointly administer this Agreement. Any disciplinary matters shall be jointly discussed and resolved between the Fire Chiefs pursuant to the policies of the entity that Employee was providing services for when the disciplinary issue occurred.
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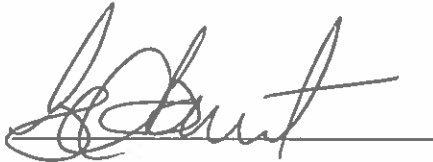
Inter-Canyon Fire Protection District
7939 South Turkey Creek Road
Morrison, CO 80465

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such

actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award. The parties agree to attempt in good faith to mediate any dispute prior to initiating litigation.

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Elk Creek Fire Protection District



19 MAY 2021

Inter-Canyon Fire Protection District
