TOWN OF FIRESTONE

Board of Trustees
Regular Meeting Agenda

July 12, 2023
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson Mayor Pro Tem Frank A. Jimenez

Trustees: Don Conyac, Sean Doherty, Matt Holcomb, Doug Sharp and David Whelan

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Board of Trustee Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
   - **a.** Approval of the June 14, 2023, BoT Regular Meeting Minutes and Approval of the June 21, 2023, BoT Special Meeting Minutes
   - **b.** **Resolution 23-76:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2023 CARBON VALLEY EMERGENCY OPERATIONS PLAN
   - **c.** **Resolution 23-69**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC FOR INSTALLATION SERVICES OF SHADE STRUCTURES AT MOUNTAIN SHADOWS PARK

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

d. **Resolution 23-75:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROTHERS REDEVELOPMENT INC.

6. Proclamation

7. Presentation

a. Water Update

b. Brothers Redevelopment Minor Home Repair Program

8. Land Development

9. Discussion/Action

a. **Resolution 23-70:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE BOULEVARD

b. **Resolution 23-71:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND IDEAL FENCE CORP FOR THE REPLACEMENT OF GUARD RAILS AT COUNTY ROAD 26 AND 7

c. **Resolution 23-72**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 CONCRETE REPLACEMENT PROGRAM CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC.

d. **Resolution 23-73**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ASPHALT CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND METRO PAVERS INC FOR ASPHALT WORK ON DOVER STREET AND VALLEY VISTA AVENUE

e. **Resolution 23-74**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS AND FOR A ROADWAY CAMERA DETECTION SYSTEM

10. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

11. Reports

a. Staff

11.a.i. May and June Financial Reports

b. Mayor

c. Trustees

12. Executive Session

a. An executive session with the Town's Water Counsel pursuant to C.R.S. 24-6-402 (4)(b) for the purposes of receiving legal advice on specific legal questions and C.R.S. 24-6-402 (4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators regarding the Town's pending case before the Water Court Division 1.

13. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk’s Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 5.a

Consent Agenda

Meeting Date: July 12, 2023

Initiated By: Kristi Bashor

Dept: Town Clerk

AGENDA TITLE

Approval of the June 14, 2023, BoT Regular Meeting Minutes and
Approval of the June 21, 2023, BoT Special Meeting Minutes

RECOMMENDATION

That the board approve the June 14, 2023 BoT Regular Meeting Minutes and the June 21, 2023 Special BoT meeting Minutes

SUMMARY

Approval of the June 14, 2023, BOT Regular Meeting Minutes and
Approval of the June 21, 2023, BoT Special Meeting Minutes

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 06212023BoTminutesdraft
2. 06142023BoTminutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Special Meeting
MINUTES
June 21, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on June 21, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

Mayor:	Drew Peterson
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Don Conyac
	David Whelan
	Matt Holcomb
	Sean Doherty
	Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Marty Ostholhoff, Planning Manager; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion to Approve the Agenda All in Favor, **Motion carried**.

4. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

Becky Duckworth, Firestone Resident, Provided public comment regarding Ordinance 1029.

Josh Cook, Provided public comment regarding the Firestone Water Case.

Chris Kampmann, Provided public comment regarding the Firestone Water Case and provided the Board with a letter.

Scott James, Provided Public comment regarding School resources.

Ryan Freemen, Firestone Resident, Asked the question regarding how many lawsuits the town

Draft

is involved in.

a. Public Comment *(maximum time permitted for all Public Comment is 30 minutes

5. Consent Agenda

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to move Item 5a, Reappointment of Juli Svaldi, to Discussion item 8a, and remove item 10A, Executive Session from the Agenda. Motion Carried

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Approve Amended Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp,Trustee Holcomb

No: None

Abstain: None

Motion carried

6. Presentation

a. Colorado Legislative Activities Presentation

7. Land Development

a. **PUBLIC HEARING: Ordinance 1029:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (2018 INTERNATIONAL BUILDING CODE), 15.06 (2018 INTERNATIONAL RESIDENTIAL CODE), 15.08 (2023 NATIONAL ELECTRIC CODE), 15.10 (2018 INTERNATIONAL EXISTING BUILDING CODE), 15.12 (2018 INTERNATIONAL FUEL GAS CODE), 15.14 (2018 INTERNATIONAL MECHANICAL CODE), 15.16 (2018 INTERNATIONAL PLUMBING CODE), 15.18 (2018 INTERNATIONAL PROPERTY MAINTENANCE CODE), 15.32 (2018 INTERNATIONAL FIRE CODE), 15.20 (2018 INTERNATIONAL SWIMMING POOL AND SPA CODE) AND 15.36 (2018 INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE

Draft

Mayor Peterson opened the public hearing for Ordinance 1029 at 7:00 PM.

Rocco DeLuca, Chief Building Official, presented to the Board of Trustees.

No public comment was received.

Rocco DeLuca, Chief Building Official, responded to the board's questions regarding the proposed Ordinance.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Holcomb, to Approve **PUBLIC HEARING: Ordinance 1029:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (2018 INTERNATIONAL BUILDING CODE), 15.06 (2018 INTERNATIONAL RESIDENTIAL CODE), 15.08 (2023 NATIONAL ELECTRIC CODE), 15.10 (2018 INTERNATIONAL EXISTING BUILDING CODE), 15.12 (2018 INTERNATIONAL FUEL GAS CODE), 15.14 (2018 INTERNATIONAL MECHANICAL CODE), 15.16 (2018 INTERNATIONAL PLUMBING CODE), 15.18 (2018 INTERNATIONAL PROPERTY MAINTENANCE CODE), 15.32 (2018 INTERNATIONAL FIRE CODE), 15.20 (2018 INTERNATIONAL SWIMMING POOL AND SPA CODE) AND 15.36 (2018 INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez,Trustee Doherty, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried

8. Discussion \ Action Items

a. **Reappointment of Julie Svaldi** to the St. Vrain Water Authority Board of Directors

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to Reappoint Julie Svaldi to the St.Vrain Water Authority Board of Directors
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp
No: Trustee Holcomb
Abstain: None
Motion carried

b. Water Rate Study

9. Public Comment

No public comment was received.

10. Adjournment

Draft

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Approve Adjournment, All in Favor, **Motion carried**.

Introduced and Approved the DAY of MONTH YEAR

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

Draft

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
June 14, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on June 14, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

Mayor:	Drew Peterson
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Don Conyac David Whelan Matt Holcomb Sean Doherty Doug Sharp
Staff:	**Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Todd Bjerkaas, Director of Planning & Development; Marty Ostholhoff, Planning Manager; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; AJ Krieger, Town Manager; & William Hayashi, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Trustee Sharp, **second** by Mayor Pro Tem Jimenez, to Approval of Agenda All in Favor, **Motion carried**.

4. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

Dawn Ramin Voiced concern regarding the information on items on the website and the complexity of the descriptions of items.

Betty Heath spoke regarding Resolution 23-76 and the vision it shows that the Town Manager has in strategic timing and moving the town forward. She also praised the work being done on Hart Park.

5. Consent Agenda

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to approve the Consent Agenda

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

a. Approval of May 17, 2023 BoT Special Meeting Minutes

b. Approval of May 24, 2023 Regular BoT Meeting Minutes

c. **Resolution 23-68:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF A MINOR SUBDIVISION PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN FIRELIGHT PARK MINOR SUBDIVISION

6. Presentation

a. Emergency Management Plan Updates

Merrie Garner, Emergency Management Coordinator with the Frederick-Firestone Fire Protection District, Presented the Emergency Management Plan to the Board.

7. Land Development

a. **Ordinance 1029:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING AND REENACTING IN THEIR ENTIRETY CHAPTERS 15.04 (2018 INTERNATIONAL BUILDING CODE), 15.06 (2018 INTERNATIONAL RESIDENTIAL CODE), 15.08 (2023 NATIONAL ELECTRIC CODE), 15.10 (2018 INTERNATIONAL EXISTING BUILDING CODE), 15.12 (2018 INTERNATIONAL FUEL GAS CODE), 15.14 (2018 INTERNATIONAL MECHANICAL CODE), 15.16 (2018 INTERNATIONAL PLUMBING CODE), 15.18 (2018 INTERNATIONAL PROPERTY MAINTENANCE CODE), 15.32 (2018 INTERNATIONAL FIRE CODE), 15.20 (2018 INTERNATIONAL SWIMMING POOL AND SPA CODE) AND 15.36 (2018 INTERNATIONAL ENERGY CONSERVATION CODE) OF THE FIRESTONE MUNICIPAL CODE

Introduction of Ordinance 1029, an ordinance of the Board of Trustees of the town of Firestone, Colorado repealing and reenacting in their entirety chapter 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.06, 15.18, 15.32, 15.20, 15.36, of the Firestone Municipal Code.

8. Discussion/Action

a. **Resolution 23-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING, LLC PERTAINING TO THE MOUNTAIN SHADOWS PARK WELL PUMP AND CONTROLS SHED PROJECT

Motion by Trustee Doherty, **second** by Trustee Conyac, to Approve **Resolution 23-64:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND MCGRANE WATER ENGINEERING, LLC PERTAINING TO THE MOUNTAIN SHADOWS PARK WELL PUMP AND CONTROLS SHED PROJECT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

b. **Resolution 23-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC, INC. PERTAINING TO THE MOUNTAIN SHADOWS PARK WELL PUMP AND CONTROLS SHED PROJECT

Motion by Trustee Doherty, **second** by /Trustee Conyac, to Approve **Resolution 23-65:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND SUN VALLEY ELECTRIC, INC. PERTAINING TO THE MOUNTAIN SHADOWS PARK WELL PUMP AND CONTROLS SHED PROJECT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

c. **Resolution 23-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN MANAGER TO PROVIDE NOTICE TO VECTRA BANK OF THE TOWNS RETIREMENT OF THE 2022 WATER ENTERPRISE REVENUE BONDS

Motion by Don Conyac, **second** by Matt Holcomb, to Approve **Resolution 23-67:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE TOWN MANAGER TO PROVIDE NOTICE TO VECTRA BANK OF THE TOWNS RETIREMENT OF THE 2022 WATER ENTERPRISE REVENUE BONDS

Roll Call Vote:

Yes: Don Conyac, Trustee Whelan, Frank Jimenez, Sean Doherty, Trustee Sharp, Matt Holcomb
No: None
Abstain: None
Motion carried

d. **Resolution 23-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023.

Motion by Trustee Doherty, **second** by Trustee Whelan, to approve **Resolution 23-66:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2023 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2023.
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried

9. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

10. Reports

a. Staff

Katie Hansen, Director of Marketing and Communication reported on all upcoming Firestone events. Reported that the Community Survey is still open for citizens to fill out. Julie Pasilis, Director of Public Works updated the Board on the Mountain Shadows Bike Park. She also provided an update on Firestone Blvd. She reported that there were 27 participants in the Tree Limb cleanup day.

b. Trustees

The Mayor said he will be riding in a motorcycle side car with the American Legion in the parade. Trustee Sharp reported that he, Trustee Whelan and the Town Attorney have been working to refresh the PTRAB board responsibilities. Betty Health would like to see trade schools added to the Scholarship program. Katie Hansen was mentioned as having done an excellent job this year and would like the board to work with Katie to enlarge the program including Trade Schools. Trustee Holcomb spoke with Dominique McKee regarding Ribbon cutting for new businesses in Firestone at BoT meetings. Trustee Whelan said that at the last "Chat with a Trustee meeting" it was mentioned that the town website needs refreshing. He also asked about having a meeting with the St Vrain School district regarding the IGA. Trustee Whelan asked Raelynn Ferrera, AssistantTown Manager, for an update on Video streaming of the board meetings. Raelynn responded that the town is hoping to begin sometime in July.

11. Executive Session

12. Adjournment

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Holcomb, to Adjournment
Roll Call Vote:
Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Doherty, Trustee Sharp, Trustee Holcomb
No: None
Abstain: None
Motion carried

Introduced and Approved the DAY of MONTH YEAR

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 5.b

Consent Agenda

Meeting Date: July 12, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Resolution 23-76: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2023 CARBON VALLEY EMERGENCY OPERATIONS PLAN

RECOMMENDATION

Staff recommends approval of the Resolution, adopting the 2023 Carbon Valley Emergency Operations Plan

SUMMARY

Approval of this resolution approves and adopts the 2023 Carbon Valley Emergency Operations Plan. This plan describes how first responder agencies and municipal governments will organize and coordinate their actions and provides a framework for cooperation. Every three (3) years, this plan is approved and adopted by the sponsoring agencies that form the Carbon Valley Emergency Management Agency: Frederick-Firestone Fire Protection District, City of Dacono, Town of Firestone, and Town of Frederick.

The Board was updated on the revised plan by Merrie Garner, Carbon Valley Emergency Coordinator, at the June 14, 2023, Board meeting.

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

The 2020 Carbon Valley Emergency Operations Plan was approved by Resolution 21-21 on January 27, 2021.

ATTACHMENTS

1. RESO 23-76 Carbon Valley Emergency Operations Plan 2023
2. CV Multi-Jurisdictional Emergency Operations Base Plan 2023 UPDATE

RESOLUTION NO. 23-76

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE 2023 CARBON VALLEY EMERGENCY OPERATIONS PLAN

WHEREAS, the City of Dacono and the Towns of Firestone and Frederick in conjunction with the Frederick-Firestone Fire Protection District have collaboratively developed the Carbon Valley Emergency Operations Plan ("Plan"); and

WHEREAS, the Plan provides for a "whole community" approach to ensure that the participating entities can collectively prepare for, protect, mitigate against, and respond to and recover from any disaster; and

WHEREAS, the Plan, which is consistent with federal, state and Weld County's emergency plans, and all applicable laws, sets forth the participating entities' purpose, scope, priorities, community profiles, hazard information, planning assumptions, concept of operations, organization and assignment of responsibilities to address large scale emergencies or disasters; and

WHEREAS, the Plan's principal elements address Prevention, Protection, Preparedness, Response, Recovery and Mitigation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The 2023 Carbon Valley Emergency Operations Plan is adopted by the Town in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Plan on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

PART THREE:

Carbon Valley

EMERGENCY OPERATIONS PLAN

CARBON VALLEY
EMERGENCY MANAGEMENT AGENCY

CVEMA

City of Dacono

Town of Firestone

Town of Frederick

Frederick-Firestone Fire Protection District

May 1, 2023

April 1, 2023

Residents of Carbon Valley,

The Carbon Valley Emergency Management Advisory Board is pleased to endorse the 2023 update of the Multi-Jurisdictional Carbon Valley Comprehensive Emergency Management Plan (CVCEMP). The CVCEMP is a group of plans that addresses all phases of emergency management, helping our local governmental agencies to coordinate activities in prevention, preparedness, response, recovery, and mitigation related to disasters and large-scale emergencies that may affect the Carbon Valley communities.

The Carbon Valley Emergency Operations Plan (EOP), herein, is the centerpiece of the CVCEMP. It describes the most active and visible phases of disaster – response and initial recovery. This plan describes how first responder agencies and municipal governments will organize and coordinate their actions and provides a framework for cooperation. Every three (3) years this plan is approved and adopted by the sponsoring agencies that form the Carbon Valley Emergency Management Agency: Frederick-Firestone Fire Protection District, City of Dacono, Town of Firestone, and Town of Frederick.

The 2023 Carbon Valley Emergency Operations Plan has been revised to meet current needs in several areas. First, the community profiles for each municipality were updated to reflect changes and growth in our communities. The hazard profile was also updated in consideration of recent disasters in surrounding communities and to incorporate information from the Community Risk and Preparedness Assessment that was completed in February 2022. Finally, the annexes to the EOP were consolidated to a total of fifteen (15) operational and functional annexes to better align with the structure, roles, and responsibilities in local supporting agencies. The plan:

- Improves local agencies' efforts to coordinate, collaborate, and support each other as recommended in the National Response Framework.
- Establishes the National Incident Management System (NIMS) and the Incident Command System (ICS) as foundational principles of the Carbon Valley's emergency response.
- Aligns with Weld County and State of Colorado Emergency Operations Plans and is designed to be implemented alone or in unison with those plans.
- Is consistent with current best practices in emergency management, as outlined in the Robert T. Stafford Disaster and Emergency Assistance Act.
- Provides a framework for local agencies to consider the needs of everyone in the community, including those who have a disability or may need accommodations to access resources or function effectively during a disaster or emergency.

The sponsoring agencies of the Carbon Valley Emergency Management Agency are committed to protecting the safety and welfare of all residents of the Carbon Valley community, and strive to remain inclusive in our planning, response, and recovery efforts. All recipients are asked to advise the Carbon Valley Emergency Management Agency of any changes that may result in its improvement or increase its usefulness. Together, we will be ready when the next disaster strikes.

Jeremy A. Young
Fire Chief, Frederick-Firestone Fire Protection District

B. Matthew Skaggs
Police Chief, City of Dacono

David Angelo
Police Chief, Town of Firestone

Todd Norris
Police Chief, Town of Frederick

Reserved for Promulgation Documents

Reserved for Promulgation Documents

Reserved for Promulgation Documents

Reserved for Promulgation Documents

Record of Plan Changes

All updates and revisions to the plan will be tracked and recorded. This process will ensure that the most recent version of the plan is disseminated to and implemented by emergency response personnel. Plan dissemination will depend on the significance of the change. At minimum, the plan will be re-disseminated once every three years on or before June 1st.

Record of Changes

Date of Change	Name of Person Making Change	Description of Change	Page Number(s)
4-01-2021	Merrie Garner	Add promulgation letter	2
6-25-2021	Merrie Garner	Add promulgation documents	3-7
2-3-2022	Merrie Garner	Remove references to MVFPD, who left the Intergovernmental Agreement as of Jan 1, 2022.	Various pages throughout
9-7-2022	Merrie Garner	Update Appendix 2 - Insert new service area map	Appendix 2
9-7-2022	Merrie Garner	Insert Updated EOC Organizational Chart	19
2-7-2023	Merrie Garner	Add current board members and chiefs' names to signature lines in Signature Pages	41-42
2-8-2023	Merrie Garner	Updated Hazard ranking from WC 2021 HMP in each community profile	14-15
2-8-2023	Merrie Garner	Various minor changes and highlights in preparation for EOP Base Plan Update meeting	Various pages throughout
5-1-2023	Merrie Garner	Final EOP Base Plan Updates	Various pages throughout
5-8-2023	Merrie Garner	Updated Firestone Community Profile	19

RECORD OF CHANGES, Continued

Date of Change	Name of Person Making Change	Description of Change	Page Number(s)

Plan Distribution

Copies of this Emergency Operations Plan will be provided to each municipality, appropriate departments, partner agencies, and other persons electronically via the Carbon Valley Emergency Operations Group distribution list and the CVEMA Advisory Board. The distribution lists will be maintained by the Carbon Valley Emergency Management Agency. Updates will be provided electronically, when available. Recipients will be responsible for updating any printed departmental or agency copies. Please note, Annexes and Appendices to the Base Plan, when available, are considered and marked For Official Use Only (FOUO) and should not be distributed without prior approval from the Carbon Valley Emergency Management Coordinator.

Record of Distribution

Date	Name of Recipient	Agency or Organization	Method of Delivery (paper or electronic)
6-28-2021	Fire Chief Jeremy Young, Asst. Chief Steve Iacino	Frederick-Firestone Fire Protection District	Electronic – Base Plan Only
6-28-2021	Fire Chief Dave Beebe, Director of Administration Pam Owens	Mountain View Fire Protection District	Electronic – Base Plan Only
6-28-2021	Police Chief M. Brian Skaggs, City Clerk Valerie Taylor	City of Dacono	Electronic – Base Plan Only
6-28-01	Deputy Police Chief Bryce Borders, Town Clerk Jessica Koenig	Town of Firestone	Electronic – Base Plan Only
6-28-01	Police Chief Todd Norris, Town Clerk Meghan Martinez	Town of Frederick	Electronic – Base Plan Only

Record of Distribution, Continued

Date	Name of Recipient	Agency or Organization	Method of Delivery (paper or electronic)

Part Three: RESPONSE
Emergency Operations Plan
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Introduction

The Carbon Valley Multi-Jurisdictional Emergency Operations Plan (EOP) is an all-hazard plan that describes how the City of Dacono, the Town of Firestone, the Town of Frederick, and the Frederick-Firestone Fire Protection District will organize and respond to large-scale emergencies and disasters affecting their communities. This plan is consistent with Federal, State of Colorado, and Weld County emergency plans, and is aligned with other applicable laws, regulations, plans, and policies, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, the National Response Framework Third Edition 2016, the National Preparedness Goal Second Edition 2015, National Disaster Recovery Framework Second Edition 2016, the Colorado State Emergency Operations Plan September 2019, and the Weld County Emergency Operations Plan February 2020. This plan is compliant with the National Incident Management System (NIMS) 2017 and incorporates principles set forth in the Incident Command System (ICS). Collectively, these documents support the Carbon Valley Multi-Jurisdictional EOP.

This EOP can be partially or fully implemented in the context of a disaster or emergency. Although no plan can anticipate all situations and conditions that may arise during an emergency, this plan attempts to provide the foundation and guidance to effectively manage and support response to a local or multi-jurisdictional disaster or emergency that overwhelms normal resources.

Should any portion of this plan be held invalid by judicial or administrative ruling, such ruling shall not affect the validity of the remaining portions of the plan.

Background

For many years, Carbon Valley first responder agencies have worked together to perform emergency management functions in a coordinated manner. In November 2018, the three police departments and two fire districts that serve the Carbon Valley signed an Inter-Governmental Agreement, forming the Carbon Valley Emergency Management Agency. In April 2019, the first full-time Emergency Management Coordinator was hired to build and maintain a comprehensive emergency management program for the Carbon Valley.

This EOP is designed to be flexible, adaptable, and scalable. It provides a framework for coordinated response and initial recovery activities during a large-scale emergency or disaster. It is intended to be used in conjunction with other internal policies, plans, and procedures, such as function-specific annexes, operational annexes, and standard operating procedures or guidelines. The EOP stands as Part 3: the response phase of the Carbon Valley Comprehensive Emergency Management Plan (CVCEMP). An outline of the CVCEMP can be found in ***Appendix 1.*** This plan describes how various agencies and organizations in the Carbon Valley will coordinate response activities with our Federal, State, local, and private-sector partners.

The Carbon Valley EOP describes the basis for emergency operations, including the purpose, scope, priorities, community and hazard information, planning assumptions,

concept of operations, organization, and assignment of responsibilities during a large-scale emergency response. This portion of the plan is also known as the "base plan." It is accompanied by other plans and annexes, organized by functions and procedures. A detailed table of contents is included.

Purpose

The EOP provides the structure and mechanism to respond to significant disasters or emergencies. Efficient response is supported by resource collaboration and operational coordination with the Carbon Valley, the area generally defined by the jurisdictional boundaries of the City of Dacono, the Town of Firestone, the Town of Frederick, and the areas in or near those municipalities that are served by the Frederick-Firestone Fire Protection District. Traditionally, the "Carbon Valley" does not include the town limits of Erie, Mead, so those are excluded. A detailed service area map is provided in ***Appendix 2***.

The EOP consists of the Base Plan, Functional Annexes and Operational Annexes. These documents are intended to provide a guideline; however, they may not represent actual actions taken by responders and officials before, during or after a disaster due to the unpredictability and unknowns associated with emergency and disaster response.

The Base Plan includes the purpose, scope, situations, assumptions, and concept of operations. It also includes a description of the organization and assignment of responsibilities, direction, control, and coordination elements. It describes how intelligence, communications, administration, finance, and logistics will be addressed. It addresses plan development and maintenance, and it includes a section describing authorities and references. The Functional Annexes describe the roles and responsibilities for specific operational functions. The Operational Annexes outline specific policies and procedures to ensure a coordinated response, such as incident management, resource management, communications, and public information and warning systems.

The EOP is a living document and will continue to evolve as it is tested in real incidents and exercises. CVEMA believes the EOP should serve as a tool for improving coordination and strengthening relationship among all emergency management partners – federal, state, county and municipal governments, voluntary disaster relief organization, and the private sector – as we work together to meet basic human needs and restore essential government services before, during and after a disaster. This partnership should strive to reduce human suffering and decrease costly property damage due to significant emergencies and disasters.

Planning Approach

Carbon Valley Emergency Operation Planning Team

CVEMA began the update of the previous Carbon Valley Emergency Operations Plan in July 2019, using FEMA's *Comprehensive Preparedness Guide (CPG-101), Developing and Maintaining Emergency Operations Plans*, as a guiding document. An emergency operations planning team consisting of departmental staff, policy group members, and

community members was convened in August 2019. This group helped to steer the planning process, confirm existing hazards, establish priorities, and determine responsibilities for the development functional and operational annexes. The resulting plan represents a major overhaul of the previous plan in structure, with the operational and aspects of the EOP now resting in functional and operational annexes, and tactical elements in agency Standard Operating Procedures and Guidelines, while the strategic planning elements are contained in the Base Plan. In 2023, the Carbon Valley Emergency Management Coordination Group reviewed the EOP Base Plan and collaborated on changes and updates.

Whole Community Planning

The Whole Community Planning Approach is based on the premise that all aspects of a community are required to effectively prepare for, protect and mitigate against, respond to and recover from any disaster. This includes all emergency management partners, both traditional and non-traditional, such as volunteer, faith- and community-based organizations, the private sector and the people who live in the Carbon Valley communities.

Everyone who lives or works in the Carbon Valley shares responsibility for minimizing the effects of disaster in the community, and we know that when people have a high level of social capital – that is, they feel a sense of belonging to their community and can access a network of relationships for support – they are more likely to survive and recover from a disaster. We call this ability "community resiliency."

In an ideal "whole community" environment, people have good knowledge of the hazards that can happen to them, they know appropriate protective actions to take, and they are able to access what they need to contribute to their personal and family safety.

Whole Community preparedness and community outreach will be addressed in Part Two of the CVCEMP. To some extent Carbon Valley first responders and local governments rely on the knowledge and preparedness of community members during the response to a disaster. This plan takes into consideration the capability of individuals in the community to contribute to overall community resiliency. The first Community Preparedness and Outreach Plan will be completed in 2023.

People with Disabilities and Access and Functional Needs

Carbon Valley municipalities and response agencies recognize that local governments must consider the needs of everyone in the community. This includes members of the community who have a disability, and those who have may need accommodations to function or access resources during a disaster or emergency.

By utilizing the CMIST framework we define the functional needs of people, rather than defining people by their limitations. CMIST organizes needs into five (5) categories:

- **Communication**: Individuals who speak sign language, have limited English proficiency, or have limited ability to speak, see, hear, or understand

- **Maintaining Health**: Individuals who require specific medications, supplies, services, durable medical equipment, electricity for life-maintaining equipment, breastfeeding, and infant/childcare, nutrition, etc.
- **Independence**: Individuals who function independently with assistance from mobility devices or assistive technology, vision and communication aids, service animals, etc.
- **Support, Safety, and Supervision**: Some individuals may become separated from their caregivers and need additional personal care assistance; experience higher levels of distress and need support for anxiety, psychological, or behavioral health needs; or require a trauma-informed approach or support for personal safety.
- **Transportation**: Individual lack access to personal transportation, are unable to drive due to decreased or impaired mobility that may come with age, disability temporary conditions, injury, or legal restriction.

CVEMA strives to use inclusive practices in all these functional areas and whenever possible during all phases of emergency management.

Scope and Priorities

This plan covers the response to and the short-term recovery from a range of hazards that could occur in the Carbon Valley. Disasters can be natural events, such as floods, tornadoes, and blizzards, and human-caused events, such as hazardous materials incidents and violent criminal actions. Regardless of the type of disaster, the priorities are always to:

- Save lives.
- Protect health and safety.
- Protect property.
- Preserve the environment.
- Minimize economic impacts.

Emergencies can quickly escalate into disasters requiring resources that are not usually available within individual agencies and standard mutual aid practices. The EOP will be activated when any event begins to overwhelm normal resources and requires the assistance of the Carbon Valley Emergency Management Agency to coordinate resources, assist with information management, or support consequence management for participating agencies.

Planning Assumptions

Below are the assumptions of effective emergency management planning in the Carbon Valley:

- All incidents are best managed at the lowest possible local level and will always begin and end locally. Therefore, the Carbon Valley should strive for the maximum level of self-sufficiency possible and not rely solely upon outside assistance for prevention, preparedness, response, recovery, and mitigation capabilities.

- Local governments must continue to function under threat, emergency, and disaster conditions.
- Carbon Valley agencies (municipal government and first responder agencies) will mobilize to deliver emergency and essential services under all threats and emergencies.
- As incidents grown in length and magnitude, outside assistance may be requested from local, county, state, and federal departments, agencies, and organizations.
- Mutual aid and other assistance will be utilized in accordance with existing mutual aid agreements when local resources are depleted or when Carbon Valley agencies anticipate the need for additional resources.
- Emergencies occur at any time with little or no warning and may exceed the capabilities of local Carbon Valley agencies, as well as county, regional, state, and federal governments, and the private sector in the affected areas.
- Depending on the extent of the incident, Carbon Valley agencies may not be able to meet all the responsibilities indicated in this plan.
- Emergencies may result in casualties, fatalities, and/or displace people from their homes, temporarily or permanently.
- Emergencies may result in property loss, interruption of public services, damage to basic infrastructure, and harm to the environment.
- The greater the complexity, impact, and scope of an emergency, the more multi-agency coordination will be required.
- Individuals, community-based organizations, and businesses will offer services and support during a disaster.
- State, Weld County, and regional agencies and departments with regulatory and other oversight responsibilities will be integrated into the established organizational chain to support local emergency management efforts.
- Weld County, the State of Colorado, and the federal government will provide emergency assistance to the Carbon Valley when requested and in accordance with applicable laws, codes, plans, and the National Response Framework.

Situation Overview

A key to responding to disasters that affect the Carbon Valley area is understanding the natural and human-caused hazards that pose a risk to our communities and understanding how they can affect our communities. Any such incident has the potential to disrupt the community, cause destruction of property, and cause injury and death to community members. The information in this section is taken from the Weld County Multi-Jurisdictional Hazard Mitigation Plan, a plan that Carbon Valley municipalities routinely participate in developing and adopt when it is updated. The information here provides a summary of hazards specific to Weld County and the Carbon Valley.

The Carbon Valley Communities participated in the 2021 update of the Weld County Multi-Jurisdictional Hazard Mitigation Plan (HMP). Each municipality updated its community profile and developed mitigation actions to include in the plan. These section of the Weld

County HMP for the City of Dacono, the Town of Firestone, and the Town of Frederick compose *Part V: Mitigation* of the Carbon Valley Comprehensive Emergency Management Plan.

Hazard Analysis Summary

The Carbon Valley is vulnerable to a wide range of natural and human-caused hazards that threaten life and property. The hazards identified by the EOP Planning Team to be of actual potential threat are:

Natural Hazards	Technological Hazards	Human-Caused Threats
Severe Storm	Hazardous Materials Release	Active Threat: Hostile Intruder, Workplace Violence, Vehicle Attack in a Crowd
Straight-Line Winds & Tornado	Land Subsidence	Chemical, Biological, Radiological Nuclear, Explosives (CBRNE) attack
Prairie Fire		Cyber Attack
Drought		
Extreme Temperatures		
Public Health Hazard		
Flood		
Earthquake		

A complete Community Resilience and Preparedness Assessment (CRPA) was developed in 2022. The CRPA covers *Part I: Prevention and Protection* of the Carbon Valley Comprehensive Emergency Management Plan and is the primary document used to evaluate and measure improvement in 12 (of the FEMA 32) initial core capabilities. Each year additional core capabilities may be added to the analysis as the CVEMA program grows. The CRPA is to be updated every three (3) years.

The hazard identification and risk assessment data, as well as the social vulnerability analysis in each of the following community profiles is taken from the 2021 Weld County Multi-Jurisdictional Hazard Mitigation Plan (WCHMP). This plan is updated every five (5) years, and as such, this section should be updated following the adoption of the next WCHMP.

Community Profiles

The Carbon Valley community is about 10 miles north of the northern suburbs of Denver, with Dacono as the southernmost municipality on the south side of State Highway 52. Frederick is on the north side of State Highway 52, generally in the “middle” of the Carbon Valley community, including areas west of I-25, and Firestone is on the north, extended past Firestone Blvd all the way to State Highway 66. All three municipalities have expanded their boundaries in recent years, and all are challenged with meeting the

demands for water and infrastructure associated with current and projected population growth.

City of Dacono

The City of Dacono is a Home Rule Municipality that was established in 1908. The form of government is council-mayor-administrator. The city encompasses 8.4 square miles, with a future growth boundary of 22 square miles. In 2023 the City's population is estimated at just under 7,000 people, up from about 5,900 in 2018. About 77% of housing in Dacono is owner-occupied. Like all Carbon Valley Communities, Dacono is challenged with meeting the demands for water and infrastructure associated with projected population growth. Dacono is characterized by a mix of medium-low, medium, and medium-high levels of social vulnerability. The northern and eastern areas of the city have higher levels of social vulnerability to disasters than the rest of the city.

High Risk Hazards:

- Cyber Hazards
- Severe Storms
- Tornado and Winds
- Prairie Fire
- Flood
- HazMat

Moderate Risk Hazards:

- Agricultural Hazards
- Public Health Hazards
- Extreme Temperatures

Low Risk Hazards:

- Earthquake
- Land Subsidence

Town of Firestone

The Town of Firestone is a statutory town and has a Board of Trustees – Mayor – Manager form of government. Firestone was incorporated in 1908. Firestone's boundaries include just over 14 square miles, with a planning area of about 36 square miles. Firestone continues to grow at a rate of about 5% per year since 2020. The current population is 19,300 (est.), up from 14,694 in 2018. The owner-occupied housing rate is 84.5%. The Town of Firestone is characterized by a mix of medium-low to medium-high levels of social vulnerability. Most residents of Firestone are in the bottom 20% of social vulnerability compared to the rest of Weld County. The Town of Firestone, in partnership with the St. Vrain Water Authority will open a new water treatment plan to provide potable water for the benefit of the Town of Firestone and the Little Thompson Water District in 2023. The St. Vrain Water Authority owns and will operate the plant.

High Risk Hazards:

- Cyber Hazards
- Severe Storms
- Tornado and Winds
- Prairie Fire
- Flood
- HazMat

Moderate Risk Hazards:

- Agricultural Hazards
- Public Health Hazards
- Extreme Temperatures

Low Risk Hazards:

- Earthquake
- Land Subsidence

Town of Frederick

The town of Frederick is a statutory town and has a Board of Trustees – Mayor – Manager form of government. Frederick originated as a mining camp and was incorporated in 1907. Frederick's population is just under 17,000 (2023), up from 10,178 in 2018. The Town of Frederick encompasses 15.96 square miles, 594 acres of open space, 26 developed parks, and 17 miles of trails. The home ownership rate is 93.5%. The Town of Frederick contains areas that range from low social vulnerability to medium high levels.

High Risk Hazards:

- Cyber Hazards
- Severe Storms
- Tornado and Winds
- Prairie Fire
- Flood
- HazMat

Moderate Risk Hazards:

- Agricultural Hazards
- Public Health Hazards
- Extreme Temperatures

Low Risk Hazards:

- Earthquake
- Land Subsidence

Concept of Operations

Municipal government has a responsibility to protect the public health and safety and the preserve property and environment from the effects of a disaster or emergency to the extent possible. In keeping with the foundational principle that "all disasters are local" and "all disasters begin and end locally," each jurisdiction is responsible to prepare for and respond to all hazards that affect the community. In addition, local governments are responsible for organizing training, and equipping emergency personnel.

According to the Carbon Valley Emergency Management Agency Inter-Governmental Agreement, the City of Dacono, the Town of Firestone and the Town of Frederick, and the Frederick-Firestone Fire Protection District (hereinafter referred to as 'the Partner Organizations') have delegated the responsibility to CVEMA to act as the Carbon Valley's disaster agency. If an emergency or disaster exceeds local capability to respond, assistance may be requested from surrounding jurisdictions, Weld County, and/or the state.

Disasters and large-scale emergencies are rarely confined to a single jurisdiction. Even if only one part of the Carbon Valley were impacted by a single disaster or emergency event, a multi-jurisdictional effort may be required to effectively manage most major incidents. All local governments and special districts are responsible for coordinating with one another and for providing mutual aid within their capabilities. From routine emergencies handled by a single agency to a major disaster, all disaster and emergency response operations adhere to the principles of the National Incident Management System (NIMS), and its Incident Command System components. Cooperation and Coordination among and between the partner agencies will be accomplished by using standardized operational management concepts based in ICS. Implementing ICS as a strategy early and maintaining it throughout the incident provides consistency in organization of staff and provides a framework for a unified incident action plan with prioritized objectives.

In the event of an emergency requiring assistance beyond a single jurisdiction's capability, assistance may be requested while maintaining ICS structure throughout the incident. In such case, this plan may be activated by any Incident Commander, First Responder Supervisor, CVEMA Advisory Board member, or the CVEMA Emergency Management Coordinator. A formal declaration of disaster is a separate process that may be required to activate local policies and procedures and as a precondition to some types of state or federal assistance. The Colorado Division of Homeland Security and Emergency Management (DHSEM) is the Colorado State agency responsible for processing requests for State and Federal disaster assistance.

Depending on the scope of the disaster, local municipal governments may suspend normal working operations and/or redirect staff during an incident to support emergency response and control throughout the Carbon Valley.

Direction, Control and Coordination

The Incident Commander or Incident Command Post (ICP) will coordinate with the EOC Manager or Emergency Operations Center (EOC) through Section leads and their counterparts at the ICP or on-scene. For example, the law enforcement personnel in the EOC will make contact with and receive updates from his or her counterpart at the ICP or on-scene of the incident.

Incident Command Post (ICP)

The ICP coordinates activities at the scene of the incident. Incident Command Posts should be located close enough to allow the incident commander (IC) to observe operations, but far enough away to provide safety and shelter from the noise and confusion that accompanies normal operations. For those incidents where a field ICP is not feasible or desired, a joint ICP/EOC may be formed.

Emergency Operations Center

The EOC acts in support of the ICP or multiple ICPs during a large event, as well as the community at large. The EOC processes and fulfills requests for resources and information, provides situational awareness and facilitates policy direction. The EOC is also responsible for managing and coordinating the consequences of an incident, whether planned or spontaneous (consequence management), so that first responders can focus on tactical and strategic necessities of the incident. The Carbon Valley EOC staff is comprised of departmental and agency staff from the partner agencies, staff from community support organizations, and other subject matter experts. This group is known collectively as the Carbon Valley Emergency Management Coordination Group (CVEMCG). This group meets monthly to train and exercise together.

Multi-Agency Coordination

All Incident Response and EOC personnel work cooperatively and in support of the whole community in the Carbon Valley. The agencies and facilities locally are part of a larger multiagency coordination system. The components of this system include disaster facilities, equipment, other EOCs, dispatch centers, communications systems, other specific types of agencies (the National Weather Service, hospitals, national guard, for example), and private sector organizations.

Joint Information Center (JIC) or Joint Information System (JIS)

The coordination of information, both internal and to the public, as well as media interaction is critical during an emergency or disaster incident. A JIC is a physical location where such coordination can take place. Here messages are coordinated, and information is shared between agencies and with the media. The same function may take place virtually, in a Joint Information System (JIS), with established processes agreed upon by all participating agencies. In this case, it is not a physical location, but still a system that performs the same functions as in a JIC.

Disaster Intelligence

Information sharing is a critical component during a disaster. Intelligence information is that which may be sensitive, related to criminal activity or terrorism, or for any reason has a limited audience. When an incident requires the management of intelligence information, the EOC will staff an Intelligence officer position, to ensure there is a point of contact and distribution mechanism for sharing intelligence appropriately.

Communications Systems

During a disaster, many different communications systems will be used, many of which are not directly in the control of Carbon Valley agencies. Further information is found in the Public Notification and Warning annex to this plan.

- Radios: 700/800 MHZ and VHF radios will be used. The choice between 700/800 MHZ and VHF is a tactical decision made at the ICP based on which system functions the best for that incident. Channels and frequencies will be chosen based upon the incident and responding jurisdictions.
- Landlines or VOIP phones, cell phones. Phones are used routinely to communicate both in the field and in the EOC.
- Amateur Radio Emergency Services (ARES): ARES is used as a backup communication system both in the field and in the EOC.
- An email list of personnel included in the Carbon Valley Emergency Management Coordination Group will be maintained by the Emergency Management Coordinator.
- ReadyOp: The Carbon Valley Emergency Management Coordinator has access to the ReadyOp database which provides contacts for EOC and local first responder personnel.

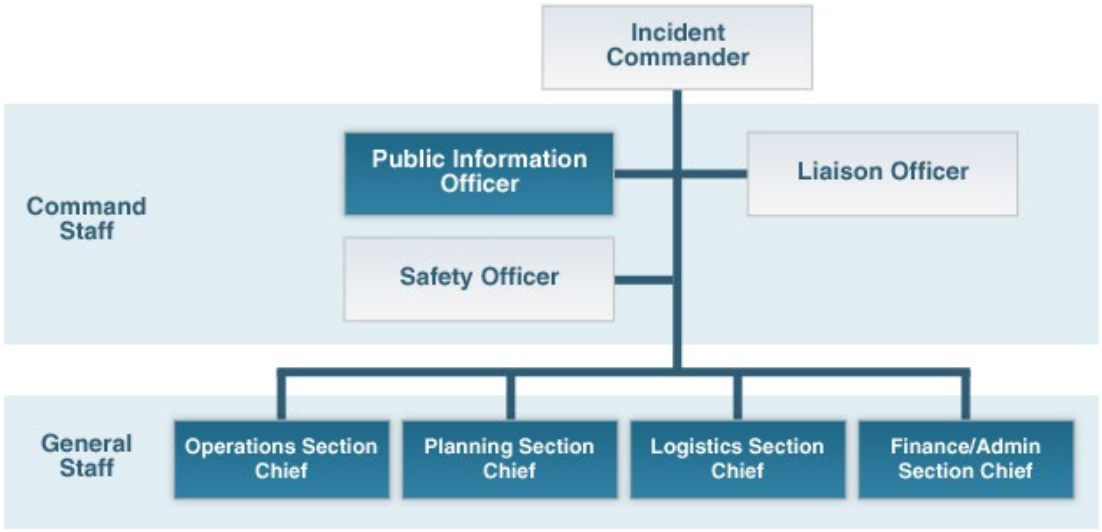
Organization

All incidents are organized using the Incident Command System (ICS). ICS allows users to adopt a flexible, integrated organizational structure that meets the needs of a single incident or, multiple incidents being managed together or separately. An incident will almost always start in the field and an Incident Command will be established. As the incident expands, and resource, information or consequence management needs expand, the EOC will open to provide support to the incident and the community.

Field Organization

ICS will be established by the first arriving units in the field. An Incident Commander takes charge of the scene and assigns positions within the ICS as the incident evolves. Until these functions are assigned, they are the direct responsibility of the incident commander. The basic ICS Command and General Staff functions are as

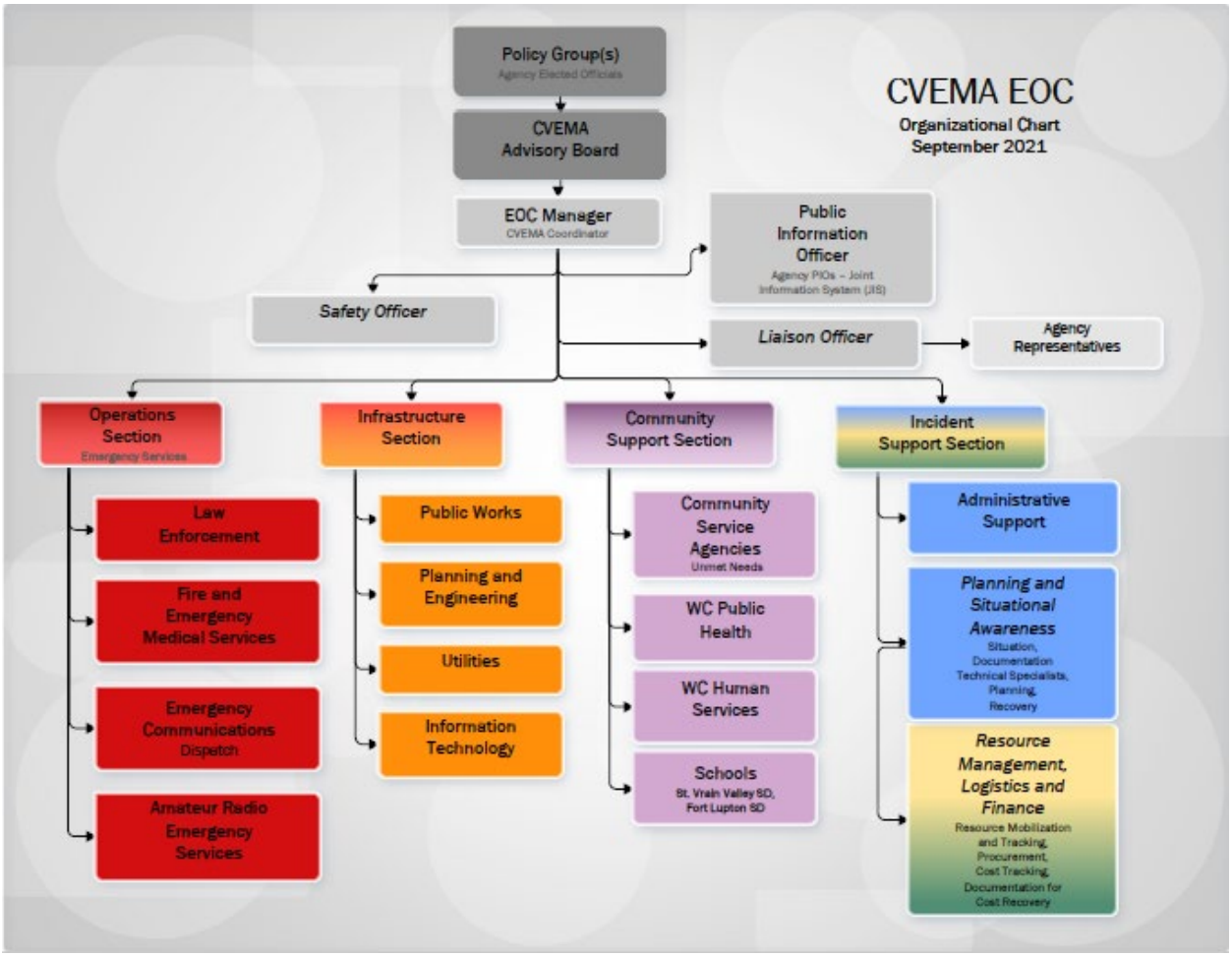
follows:



Many incidents can be managed in the field, however complex incidents may require additional support and coordination capability that the EOC can provide. Complexity may be due to multiple incident locations, large geographic area involvement, extreme damage or many people affected, and incidents that may involve terrorism or criminal elements.

EOC Organization

The EOC is organized in a modified Incident Command Structure, using sections that are organized by function. Each function has specific roles and responsibilities during an incident. The EOC Organization is as follows:



Policy Group

Large incidents may also require activation of the Policy Group, which consists of elected and appointed officials for the affected jurisdictions and may also include legal counsel. The Carbon Valley Emergency Management Agency Advisory Board will determine policy group formation and organization, depending on the needs of the incident.

Assignment of Responsibilities

Policy Group

The purpose of the policy group is to provide policy guidance to the EOC and Incident Command. Elected and appointed officials play a critical role in fiscal decision-making and priorities during disaster response and recovery. Response and recovery efforts that fall outside the purview of the Incident Command staff may require involvement and coordination with elected officials. In addition, elected officials provide a link to county, state and federal government partners and can help navigate requests for additional resources and guidance on policy matters. The Carbon Valley Policy Group consists of Town and City Managers, Town Trustees and City Council members, Public Safety Chiefs, and others who may be included from jurisdictions having authority to make the best possible decisions for the community.

Individually, each municipality's policy making body has the ultimate authority for its jurisdiction. Public Safety Chiefs and the Emergency Management Coordinator can provide advice and technical support as appropriate, on the use of local resources during an emergency or disaster. The policy group of the agency(ies) having jurisdiction may have the following responsibilities:

- Direction of the overall preparedness and emergency operations plan and assurance that the emergency plans remain current and updated.
- Coordination and direction of local government activities in support of emergency or disaster relief efforts.
- Formal declaration of emergencies and/or disasters.
- Issuance of directives to government departments and personnel regarding changes in normal duties, work schedules, temporary reassignments, and employment of temporary workers, or acquisition of temporary facilities or resources, as needed.
- Approval and commitment of resources and funds for disaster or emergency purposes.
- Issuance of official orders regarding protection of the public or social restrictions, such as evacuations, entry or no entry orders, establishment of curfews, and other security controls.
- Issuance of controls to support economic stabilization, and other local controls as provided by the Colorado Disaster Act.
- Issuance of formal requests to Weld County or the Governor's Office, through the Colorado Division of Homeland Security and Emergency Management.

Legal Counsel

Each agency retains its own legal counsel. These attorneys are responsible for reviewing activities during a disaster or emergency and providing assistance and counsel to elected officials, town and city managers, and department heads before, during, and after disaster and emergency incidents in the Carbon Valley.

- Review and assistance with preparation of legal documents including disaster declarations, curfews, price controls, or other official directives issued in a disaster or emergency.
- Assist policy group members as requested with legal matters.

Carbon Valley Emergency Management Agency Advisory Board

The CVEMA Advisory Board is comprised of the Police and Fire Chiefs of the four (4) CVEMA member agencies (City of Dacono, Town of Firestone, Town of Frederick, and the Frederick-Firestone Fire Department) responsible for the oversight of the Carbon Valley Emergency Management Program. The Advisory Board:

- Approves goals and objectives for the Carbon Valley Emergency Management Program.
- Monitors the performance of the Emergency Management Coordinator and overall progress of preparedness for emergencies and disasters.
- Advocates for emergency management initiatives within each of the member agencies and encourages robust participation in day-to-day emergency management activities, including meetings, training, exercises, and planning activities.

Carbon Valley Emergency Management Coordinator

The Carbon Valley Emergency Management Coordinator is responsible for developing and coordinating all emergency management tasks and functions within the Carbon Valley.

- Implement and update the Carbon Valley Comprehensive Emergency Operations Plan, along with all appendices and annexes on a regular basis.
- Activation of the Emergency Operations Center (EOC) in any emergency or disaster, as appropriate.
- Coordination of mutual aid assistance per Incident Command and the EOC in any emergency or disaster.
- Ongoing evaluation of any emergency or disaster in terms of the need for disaster declaration and notifying policy group members when such declaration becomes necessary.
- Establishment of any mutual aid agreements withing the Carbon Valley with appropriate county, state, federal, and private agencies regarding emergency management.
- Coordination of disaster facilities, such as shelters, reunification centers, evacuation points, points-of-distribution, or other local facilities as needed.
- Ensure necessary coordination and cooperation of all agencies and departments, prior to, during, and after an emergency or disaster.
- Conduct and coordinate training programs and all-hazard exercises, as deemed necessary to maintain and improve preparedness of the Carbon Valley communities and the member agency's response capabilities.
- Ensure that emergency plans address the whole community and strive for inclusivity for people with disabilities and people with access and functional needs.

Carbon Valley Emergency Management Coordination Group

The EOC is staffed by personnel from all member agencies and organized into sections [see organization section above]. Each CVEMA member agency should assign personnel to the CV Emergency Operations Group, based on their subject-matter expertise and responsibilities during an emergency. These personnel should regularly participate in emergency management activities. The following describes the roles and responsibilities of emergency operations group staff.

The **Incident Support**, **Planning,** and **Logistics and Finance** Sections in the Carbon Valley EOC are led by the Emergency Management Coordinator. Staffing for these sections is provided by member agency personnel and currently supplemented with neighboring emergency management agency personnel, as needed. The EOC needs to develop local capacity to fill these positions as the Carbon Valley Emergency Management program grows.

EOC Incident Support Section

EOC Administrative Support Section

The Administrative Support Section is comprised of administrative staff, specifically designated to perform administrative and support functions within the EOC. These may include technology and telecommunications support, scribes, runners, call-takers, and administrative support staff.

EOC Planning Section

The Planning Section is responsible for collecting, evaluating and disseminating tactical and strategic information about the emergency or disaster. The emergency management coordinator leads the planning section.

- This section maintains information and intelligence on the current and forecasted situation.
- Tracks the status of resources assigned to the incident.
- Prepares and maintains documents, maps, and reports about the incident.
- Prepares plans as needed to address the needs of the incident.
- Initiates damage assessment and short-term recovery planning considerations.
- Technical specialists are called in to support the planning section as needed (GIS, Meteorologists, and other subject-matter experts as needed).

EOC Resource Management, Logistics and Finance Section

The Logistics and Finance Section handles all resource support requests and needs for the incident.

- Supports facilities, transportation, supplies, equipment, maintenance and fueling, food Provides accurate incident cost tracking.
- Processes time and compensation claims resulting from the incident.
- Provides contracting and procurement support.

- Provides service, communications, and medical needs for the incident and EOC personnel.
- Coordinates closely with Planning Section to keep accurate and detailed financial documentation.

Law Enforcement Agencies

- Maintain law and order in their respective jurisdictions in the Carbon Valley.
- Establish an Incident Commander on all law-related incidents and maintain regular communication with the EOC manager or designee.
- Determine the need for public evacuations and evaluating access and control to the Carbon Valley communities during and emergency or disaster.
- Coordinate with emergency management and other public safety agencies on shelter-in-place instructions.
- Coordinate with emergency management, incident command, and policy group members concerning disaster declarations, travel restrictions, curfews, or other temporary social restrictions.
- Review and update law enforcement mutual aid agreements to ensure additional resources are available if needed.
- Lead or Coordinate with fire agencies on all search and rescue operations in an emergency or disaster.
- Support public reunification operations as needed in an emergency or disaster.
- Provide support for domesticated animals (pets) in a disaster or emergency.
- Review and update available local law enforcement resources and coordinate with emergency management on potential resource needs.
- Provide leadership, support, and subject matter expertise in the development of annexes to the EOP (see **Appendix 3**).

Fire, Rescue and Emergency Medical Services

- Provide all services related to fire prevention and suppression.
- Provide for the care and transport of all patients or injured parties during an emergency or disaster.
- Assume responsibility and response authority for structural and wildfires in respective jurisdictions.
- Establish an Incident Commander on all fire-related incidents and maintain regular communication with the EOC manager or designee.
- Provide search and rescue operations, or assistance, if law enforcement led search in a disaster or emergency.
- Provide timely and efficient patient care to the residents and visitors of the Carbon Valley.
- Designate a medical officer to the EOC or Incident Command as needed or requested.
- Coordinate public information and messaging with the Carbon Valley Joint Information System (JIS), and with Incident Command.
- Provide leadership, support, and subject matter expertise in the development of annexes to the EOP (**see Appendix 3**).

Municipal Departments

- **Public Works**
  - Maintain working systems and roadways in the event of an emergency or disaster.
  - Maintain and repair all road system within respective jurisdictions to ensure minimal disruption in entering or exiting impacted areas.
  - Expedite restoration of public facilities and services in priority areas as dictated by the current situation.
  - Provide emergency traffic control measures, including identification and marking of dangerous areas, in coordination with police and fire departments.
  - Provide for removal of debris to permit emergency rescue operations and the movement of emergency vehicles and supplies.
  - Provide transportation services in support of emergency in support of response and recovery efforts, including the movement of equipment and supplies to designated areas.
  - Provide damage assessment information to the Emergency Operations Center on roads, buildings, and equipment.
  - Provide situational awareness gained during the performance of responsibilities.
  - Participate on damage assessment teams with other departments.
  - Maintain and repair water facilities and assess through disaster or emergency.

- **Planning, Building, Community Development**
  - Responsible for community planning, building and land use considerations, and provides damage and government building assessment data during and after a disaster or emergency.
  - Provide personnel for structure and facility inspections to determine safety of individual structures, businesses, residences, and public buildings, and to identify needed repairs.
  - Gather and present data concerning the extent and type of damage resulting from a disaster or emergency; update throughout the recovery process.
  - Assist in the coordination of damage assessment teams.
  - Participation in and support of hazard mitigation planning and implementation to ensure community plans are compatible with hazard mitigation actions.

- **Geographical Information Services**
  - Provide Emergency Operations Center and/or Incident Command with all maps requested during and after an emergency or disaster.
  - Support graphical interface, as available, and creation of an incident "snapshot" of data and mapping.
  - Coordinate data acquisition from other agencies (local, county, state).
  - Provide digital maps and provide large format printing as needed.
  - Support database management as needed by EOC or Incident Command.

- **Public Information and Community Engagement**
  - Disseminate coordinated public messaging during a disaster or emergency.
  - Coordinate with other agencies to provide clear public messages and minimize confusion.
  - Establish procedures the release and sharing of information to the media with the assistance of the Joint Information Center, as appropriate.
  - Provide event management support through sharing knowledge of community, facilities, and volunteer management.

- **Finance**
  - Provide personnel to the EOC Logistics and Finance Section
  - Support all financial considerations for emergencies and disasters in respective jurisdictions.
  - Procure emergency supplies and materials
  - Administer vendor contracts for emergency services and equipment.
  - Document disaster-related time, costs, and financial commitments.
  - Participate with other departmental personnel on damage assessment teams, as needed.
  - Provide assistance and support for notification of employees during disaster situations.
  - Provide support for provisions needed to accommodate people with disabilities and people with access and functional needs.

Weld County Agencies

The **Weld County Regional Communications Center (WCRCC)** has an important role in providing situational awareness and supporting emergency public safety information for the Carbon Valley communities. Law and Fire personnel in the EOC are responsible for maintaining close contact with the WCRCC to coordinate emergency notifications and situation information.

The **Weld County Department of Public Health and Environment** is responsible for directing and coordinating public health operations.
Identify health concerns and needs, prioritizing those needs, and finding appropriate resources to address those needs.

- Assist residents with health needs after qualified personnel have rescued them from disaster situations.
- Provide medical support for disaster facilities as needed.
- Provide information and support for necessary health protection measures, such as immunization, sanitation, water purification guidance, and the like.
- Serve as a resource for individuals requiring assistance due to a disability or people with access and functional needs.
- Provide environmental health services and technical expertise, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public.

The **Weld County Department of Human Services** is responsible for directing and coordinating all human services operations and support during a disaster or emergency, including:

- Identify human services concerns and needs, prioritize those needs, and find appropriate resources to meet those needs.
- Assist residents with human services needs after qualified personnel have rescued them from disaster situations.
- Coordinate volunteer support for human services needs.
- Coordinate with the Emergency Operations Center in assessing overall human services resource needs during response and recovery operations and maintain situation status throughout incident.
- Serve as a resource for individuals requiring assistance due to a disability or people with access and functional needs.

Community Support Agencies

There are two **School Districts** in the Carbon Valley: **St. Vrain Valley School District RE-1J** for most of our public schools, and **Weld RE-8** for the Homyak PK-8 school in Dacono. The school districts are responsible for the safety and protection of students, staff, and personnel. The also:

- Prepare and maintain emergency management plans for the schools and districts.
- Coordinate with the EOC for the reunification of students with families, and for the feeding and housing of displaced persons.
- Provide resources to address the emergency, such as: facilities, buses, food and food preparation equipment, and personnel, as requested and available.

The **American Red Cross** may provide support services during and after a disaster or emergency.

- Provide for immediate assistance to disaster survivors, including food, water, shelter, clothing, physical and behavioral health support and referrals in conjunction with appropriate agencies.
- Establish and manage emergency shelters for displaced people, including registration, feeding, lodging and responding to public inquiries concerning people affected by disaster and shelter residents.
- Provide temporary and immediate housing for displaced people affected by disaster or emergency.
- Support damage assessment upon request.
- Assist incident survivors with emergency needs.
- Register displaced persons and provide welfare ("safe and well") information services.

United Way Weld County / 2-1-1 is a comprehensive information and referral service that connects users to an extensive listing of human service resources throughout Colorado. 2-1-1 assists in emergency and disaster situations and works with emergency management to identify areas of greatest need and unmet needs.

They may also support volunteer and donations management and provide community service subject-matter expertise in the EOC.

The **Carbon Valley Network** is a network of agencies that serve people in the Carbon Valley, and as such, have client relationships with many residents and families in our communities. During a disaster or emergency, they can act as "cultural brokers" to help disseminate safety and recovery information and can provide situational awareness and help to identify unmet needs. A Carbon Valley Network subcommittee may be stood up as a Carbon Valley Community Recovery Committee to address short, medium- and long-term recovery concerns after a disaster or emergency.

Carbon Valley **faith-based organizations** may provide facilities, functional assistance, pastoral care, or other support during and after a disaster or emergency. These include: Rocky Mountain Christian Church, Rinn Valley United Methodist Church, St. Brigit's Episcopal Church, St. Theresa Catholic Church, and New Horizons Christian Church. This faith-based group will continue to develop and train together.

Carbon Valley ARES is available to support emergency communications by request on any disaster or emergency and are often physically present in the EOC. They can coordinate with neighboring EOCs and jurisdictions who utilize amateur radio services in their emergency management systems. Specific roles and responsibilities will be determined according to the needs of the incident.

Healthcare Partners and Facilities participate in regional healthcare coalitions and can provide expertise and information to support situational awareness, provide resources, and support disaster behavioral health needs in a disaster or emergency. CVEMA continually develops relationships with local and regional hospital and healthcare organizations and emergency management professionals in the healthcare field.

Community Organizations such as the Carbon Valley Parks and Recreation District, the Carbon Valley Community Library, and The Cove facility in Barefoot Lakes have expressed a desire to support the community during a disaster or emergency. Facility and service agreements will be developed as needed to facilitate this support. Ongoing development of relationships with community organizations and special districts will be a priority for the Carbon Valley emergency management program.

Emergency Operations Plan Annex Summaries

The following summaries of functional and operational annexes to the EOP are provided to aid in understanding the scope of planning for disasters and emergencies in the Carbon Valley. The full annexes are available upon request and with the approval of the Carbon Valley Emergency Management Agency. The full annexes are not made available to the public and are for official use only (FOUO).

Functional Annex Summaries

Functional annexes describe the planning assumptions, scope, and responsibilities for specific types of incidents or functions that may take place during the response or recovery phases in a disaster or emergency. These are usually related to response operations in the field, and these annexes do not take the place of any agency plans, procedures, or guidelines. These annexes help emergency management, support personnel, and policy group members to understand what might happen within each function and the roles and responsibilities of various agencies, departments, and organizations in providing support for each type of incident or function.

Active Threat

The purpose of the Active Threat Annex is to provide for operational coordination and support of personnel and available resources during active threat and violent crime incidents. This annex provides guidance for departments and agencies within the Carbon Valley for responding to and supporting active threat incidents.

Animal Care

The purpose of the Animal Care and Control Annex is to provide a collaborative framework for the prevention, protection, preparedness, response, and recovery efforts related to the management and well-being of service animals, pets, and livestock during a disaster or emergency, and to help safeguard the lives, health, and safety of Carbon Valley residents from the effects of animal disease.

Civil Disturbance

The purpose of the Civil Disturbance Annex is to provide for operational coordination and support of personnel and available resources during civil disturbance incidents. Civil disturbance is defined as acts that involve criminal activity by a group that comprises a threat to the lives and property of others. For the purposes of this document, the term civil disturbance is interchangeable with civil disobedience, civil disorder, civil unrest, demonstration, riot, spontaneous event, or unlawful assembly. These disturbances may be precipitated by a specific event or result from longstanding known or unknown grievances.

Evacuation and Re-Entry

The purpose of the Evacuation and Re-Entry Annex is to provide for organized and coordinated traffic management, evacuation, and re-entry of the Carbon Valley community following a disaster or emergency.

Firefighting

The purpose of the Firefighting Annex is to provide for an organized and effective local fire management capability, including the detection and suppression of rural and urban fires. This function includes providing operational coordination of personnel and management of available resources.

Hazardous Materials

The purpose of the Hazardous Materials Annex is to provide for an organized and effective local response to hazardous materials incidents, including operational coordination of personnel and available resources. This annex also provides

guidance for notification procedures for such incidents, as required by Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

Mass Care and Sheltering

The Mass Care and Sheltering Annex describes the organization and provision of mass care and sheltering needs of the general population of the Carbon Valley and others who may be visiting or traveling through the area during a disaster. Mass care and sheltering needs may include temporary shelter, feeding, sleeping and sanitary accommodations for people displaced from their residence or who have other unmet needs during a disaster or emergency. This annex outlines guidelines that will aid in these activities and describes cooperation between local municipalities, community partner agencies, such as the American Red Cross, and Weld County agencies, such as Weld County Human Services.

Public Information and Crisis Communications

The Public Information and Crisis Communications Annex is intended to support public information staff and agency leadership make informed and timely decisions in communicating with the public during a disaster or emergency. This plan details processes for disseminating information to the public, government agencies, the media and other stakeholders, and also recognizes the role of the public in providing information during a crisis. Finally, this plan provides a link to Weld County and State of Colorado communication plans and seeks to include private sector and community organization partners in risk and disaster information activities.

Public Notification and Warning

The purpose of the Public Notification and Warning Annex is to address the initial warning and emergency messaging to the public of an imminent threat of disaster or emergency, and to facilitate the coordination of timely emergency information across departments, agencies, partners and to the general public. It describes the methods by which emergency alerts and warnings are communicated to the public, including emergency "reverse" notifications, such as CodeRed messages sent by Weld County Communications, the use of social media for urgent messaging, media releases, and door-to-door notifications. Ongoing communication during a prolonged incident is addressed in the Public Information and Crisis Communications Plan.

Search and Rescue

The purpose of the Search and Rescue Annex is to provide for the effective utilization of search and rescue resources and support, control and coordination of various types of search and rescue operations involving persons and/or their property in distress, resulting from disaster or large-scale emergency.

Operational Annex Summaries

The Operational Annexes describe incident and emergency management concepts that are applicable in any disaster or emergency. The Emergency Operations Center Management

Annex provides detail about the EOC, while the Planning and Situation Awareness and Resource Mobilization, Logistics, and Finance annexes describe specific functions within the EOC. The Incident Management Annex is applicable to all incidents in the Carbon Valley. The Disaster Declaration Annex is intended as a guide for Policy Group members in declaring a local disaster and describes the disaster declaration process from the local to the federal level.

EOC Management
The EOC Management Annex is the foundational document that describes the purpose, organization, and functions in the Carbon Valley Emergency Operations Center. In addition, this document details administration, staffing, location, and activation procedures, and describes specific functions to manage information, resources, and consequences during a disaster or large-scale emergency.

Disaster Declaration
The purpose of this annex is to describe the systems and operational policies for requesting an emergency or disaster declaration at the local, state, and federal levels. The provision set forth in this Annex specify the process to request emergency and disaster assistance from state and federal agencies, starting with a local disaster declaration for Carbon Valley municipalities and special districts, and in coordination with Weld County.

Incident Management
The Carbon Valley Emergency Management Agency and its member agencies will follow the Incident Command System (ICS) for managing all incidents, large and small. This annex outlines the various stages of incident management, describes incident typing, provides complexity analysis guidance, and outlines the priority actions of responders.

Planning and Situational Awareness
The purpose of the Planning and Situational Awareness Annex is to provide a framework for effective information management and planning during a disaster or large-scale emergency. This annex specifies the processes related to information management to maintain situational awareness and create plans needed during disasters or emergencies in the Carbon Valley communities.

Resource Management, Logistics and Finance
The purpose of the Resource Management, Logistics, and Finance Annex (hereafter referred to as the Resource Annex) is to provide a framework and introduction to the processes involved in providing services, personnel, equipment, supplies, and facilities to support operations during a disaster or large-scale emergency. Such incidents often require specialized resources, or more resources than can be obtained through usual channels by first responders in the field or through mutual aid. The Resource Annex outlines the provision of resources to any incident in the Carbon Valley that are necessary to protect life, property, the environment, cultural resources, and economic resources. This annex focuses on requests for resources.

Continuity of Government
A continuity of operations plan establishes policy and guidance ensuring that critical government functions can continue, and that personnel and resources are relocated to an alternate facility, if necessary, in case of a disaster or emergency. The plan should develop

procedures to notify and inform employees, address the protection and maintenance of records essential to continued operations, and define clear lines of succession to preserve and continue local government functions.

Each agency that is a part of the Carbon Valley Emergency Management Agency should develop and maintain continuity of government plans.

Plan Development, Maintenance, and Implementation

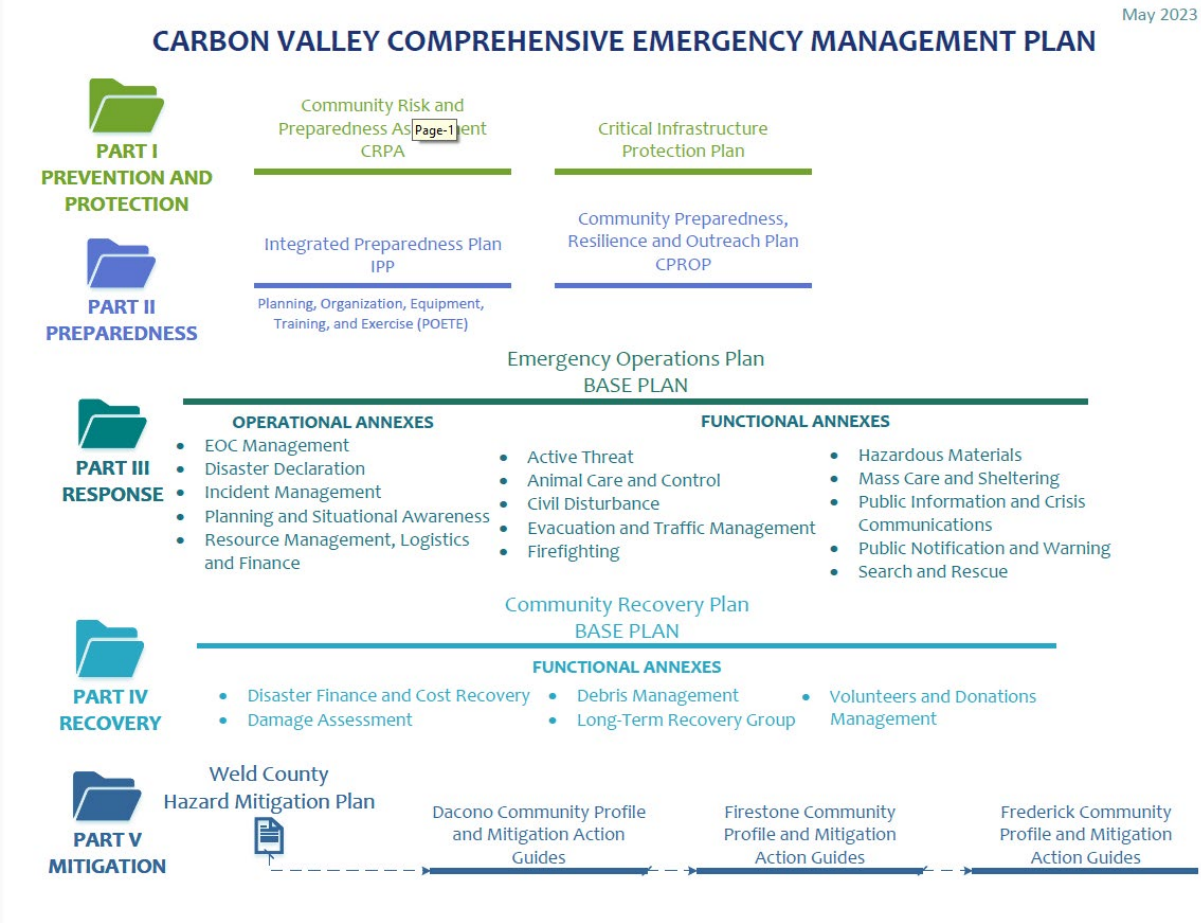
The Carbon Valley Emergency Operations Plan, annexes and appendices, and subsequent revision, supersede all previous editions and is effective upon signing by the Carbon Valley Emergency Management Advisory Board and the Emergency Management Coordinator.
The plan should be certified by adoption by each agency that is a party to the Carbon Valley Emergency Management Agency intergovernmental agreement at least every three years.
The Emergency Management Coordinator is responsible to review this plan regularly, make and document needed changes, distribute the plan annually to partner agencies, and update and request re-certification by adoption every three years.

Training and Exercises

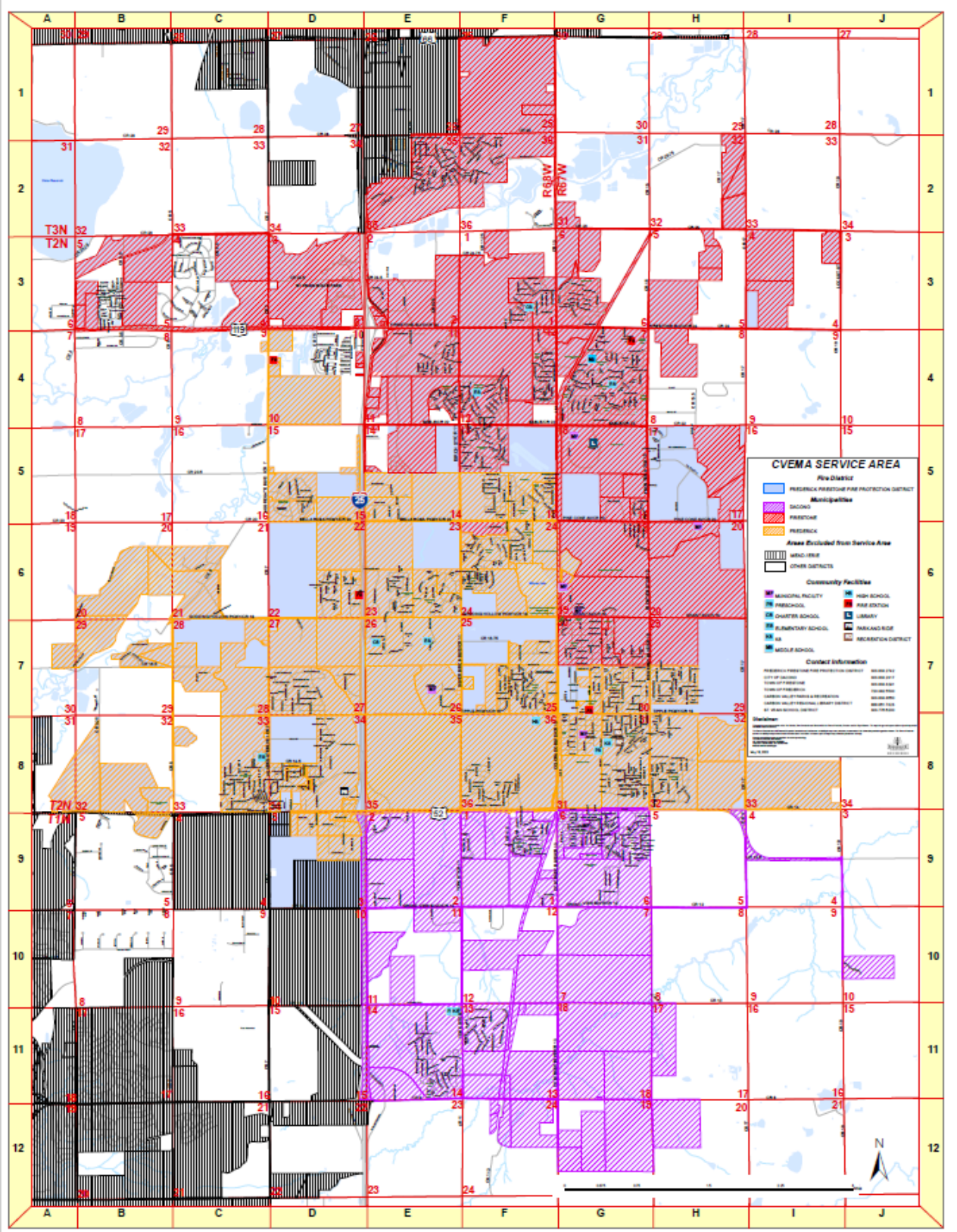
Carbon Valley agencies, departments, and organizations with responsibilities identified in this plan are responsible for ensuring that their staff is familiar with the provisions of the plan and that personnel are adequately trained to carry out emergency assignments. CVEMA provides training on EOC at monthly meetings, as well as other training opportunities as outlined in the Carbon Valley Training and Exercise Annex.

Staff participation in periodic disaster and emergency exercises provides the best opportunity for testing and refining plans and procedures in preparation for an actual disaster or emergency. The Carbon Valley Emergency Management Coordinator will coordinate multi-agency and multi-jurisdictional exercises. Following any exercise or actual incident, the Carbon Valley Emergency Management Coordinator will create an After-Action Report and Improvement Plan to address any corrective actions needed, and to identify shortfalls in planning, training, personnel, equipment, and facilities.

Appendix 1


May 2023
CARBON VALLEY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN
PART I
PREVENTION AND PROTECTION
Community Risk and Preparedness Assessment
CRPA
Critical Infrastructure Protection Plan
PART II
PREPAREDNESS
Integrated Preparedness Plan
IPP
Community Preparedness, Resilience and Outreach Plan
CPROP
Planning, Organization, Equipment, Training, and Exercise (POETE)
Emergency Operations Plan
BASE PLAN
PART III
RESPONSE
OPERATIONAL ANNEXES
EOC Management
Disaster Declaration
Incident Management
Planning and Situational Awareness
Resource Management, Logistics and Finance
FUNCTIONAL ANNEXES
Active Threat
Animal Care and Control
Civil Disturbance
Evacuation and Traffic Management
Firefighting
Hazardous Materials
Mass Care and Sheltering
Public Information and Crisis Communications
Public Notification and Warning
Search and Rescue
Community Recovery Plan
BASE PLAN
PART IV
RECOVERY
FUNCTIONAL ANNEXES
Disaster Finance and Cost Recovery
Damage Assessment
Debris Management
Long-Term Recovery Group
Volunteers and Donations Management
PART V
MITIGATION
Weld County Hazard Mitigation Plan
Dacono Community Profile and Mitigation Action Guides
Firestone Community Profile and Mitigation Action Guides
Frederick Community Profile and Mitigation Action Guides

Appendix 2


CVEMA SERVICE AREA
Fire District
Municipalities
Areas Excluded from Service Area
Community Facilities
Contact Information
Disclaimer
R68W
R67W
T3N
T2N
T1N
N

Appendix 3

Annexes to the Carbon Valley EOP

Functional Annexes

- Active Threat
- Animal Care
- Civil Disturbance
- Evacuation and Re-Entry
- Firefighting
- Hazardous Materials
- Mass Care and Sheltering
- Public Information and Crisis Communications
- Public Notification and Warning
- Search and Rescue
- Transportation

Operational Annexes

- EOC Management
- Disaster Declaration
- Incident Management
- Planning and Situational Awareness
- Resource Management, Logistics and Finance

** Annexes to the Base Plan are considered marked for Official Use Only (FOUO) and should not be distributed without prior approval from Carbon Valley Emergency Management Agency.*

Appendix 4

Emergency Support Functions (ESFs) ➔ CVEMA Functional and Operational Annexes Crosswalk

ESF	Functional and Operational Plans and Annexes	Lead Department(s)	Supporting Department(s)	Related/Outside Plans and Agreements
1 Transportation	Transportation Annex	Public Works	CVEMA	TIMP Plans - CDOT
2 Communications	Public Notification & Warning Plan	CVEMA	WCRCC WC Public Safety I.T.	WCRCC Public Safety Communications Plans Regional TIC Plan
3 Public Works	Infrastructure Protection Annex • Utilities	Public Works	CVEMA	
4 Firefighting	Firefighting Annex	FFFPD, MVFR		
5 Emergency Management	EOC Operations Plan, Planning and Situational Awareness Annex, Resource Management Annex Finance Plans, Disaster Declaration Annex	CVEMA FFFPD Finance	All Agencies Finance and Administration personnel CVEMA	Weld County EOP and EOC Management Plans, ESF 5 and 7 annexes
6 Mass Care	Mass Care Annex Community Reunification Plan School Coordination	CVEMA	American Red Cross, United Way/2-1-1	American Red Cross Shelter Plans, United Way/2-1-1 Plans, Facility use MOUs
7 Logistics and Resource Management	Resource Management Annex • Volunteers and Donations • Finance and Administrative support	CVEMA	All	Weld County Resource Mobilization Plan
8 Public Health	*No CV EOP annexes in this area – Weld County Public Health and Environment; Weld County Coroner*	FFFPD, MVFR EMS	EMS WC Coroner WCDPHE	WC Public Health Plans, i.e., Infectious Disease, POD, Environmental

ESF	Functional and Operational Plans and Annexes	Lead Department(s)	Supporting Department(s)	Related/Outside Plans and Agreements
	EMS Protocols and Procedures			Health WC Coroner Mass Casualty and Mass Fatality Plans
9 Search and Rescue	Search and Rescue Annex	LE Agencies, FFFPD, MVFR	WCSO, other fire agencies Outside S&R agencies	
10 Hazardous Materials	Hazardous Materials Annex	Fire Agencies, Hazmat Teams	CVEMA	Weld County Hazardous Materials Plan
11 Agriculture and Natural Resources	Small and Large Animals Annex	LE Agencies CSOs/Animal Control	Humane Societies, Department of Agriculture	WC Extension Livestock and Agriculture Plans WCSO Small Animal (Pets) Plan
12 Energy	Infrastructure Protection Plan	Public Works	IT, Public Safety OEM	Private Sector Partnerships: Black Hills Energy, United Power
13 Law Enforcement	Evacuation and Re-entry Plan; Active Threat Annex; Search and Rescue Annex; Civil Disturbance Annex.	LE Agencies LE Agencies	CVEMA Fire Agencies	
14 Cross-Sector Operations	*Cross-sector operations includes stabilization of key supply chains and community lifelines, among infrastructure owners and operators, businesses, and their government partners. ESF 14 is complementary to the Sector-Specific Agencies (SSA) and other ESFs and is a mechanism for entities that are not aligned to*	*New Federal ESF; TBD what internal and external plans may result. Possible Cybersecurity Annex or Public-Private Partnership elements.*	In addition to CVEMA agencies, this area would also include private business and community organizations, such as the Chamber of Commerce, Rotary Club, Carbon Valley Network organizations, and others.	

ESF	Functional and Operational Plans and Annexes	Lead Department(s)	Supporting Department(s)	Related/Outside Plans and Agreements
	an ESF or have other means of coordination			
15 External Affairs/Public Affairs	Public Information and Crisis Communications Plan (emergency public communications)	Agency Communications and Engagement personnel	CVEMA	WC Crisis Communications Plan

CARBON VALLEY EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURES

The Carbon Valley Emergency Operations Plan has hereby been reviewed and approved by the Chiefs of each Carbon Valley public safety agency (the Carbon Valley Emergency Management Agency Advisory Board) and the primary elected or executive official of each Carbon Valley municipality and agency.

City of Dacono

By: _____ Date: _____
Adam Morehead, Mayor, City of Dacono

By: _____ Date: _____
B. Matthew Skaggs, Chief of Police, City of Dacono

CARBON VALLEY EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURES

The Carbon Valley Emergency Operations Plan has hereby been reviewed and approved by the Chiefs of each Carbon Valley public safety agency (the Carbon Valley Emergency Management Agency Advisory Board) and the primary elected or executive official of each Carbon Valley municipality and agency.

Town of Firestone

By: _____ Date: _____
Drew Peterson, Mayor, Town of Firestone

By: _____ Date: _____
David Angelo, Chief of Police, Town of Firestone

CARBON VALLEY EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURES

The Carbon Valley Emergency Operations Plan has hereby been reviewed and approved by the Chiefs of each Carbon Valley public safety agency (the Carbon Valley Emergency Management Agency Advisory Board) and the primary elected or executive official of each Carbon Valley municipality and agency.

Town of Frederick

By: _____ Date: _____
Tracie Crites, Mayor, Town of Frederick

By: _____ Date: _____
Todd Norris, Chief of Police, Town of Frederick

CARBON VALLEY EMERGENCY OPERATIONS PLAN APPROVAL SIGNATURES

The Carbon Valley Emergency Operations Plan has hereby been reviewed and approved by the Chiefs of each Carbon Valley public safety agency (the Carbon Valley Emergency Management Agency Advisory Board) and the primary elected or executive official of each Carbon Valley municipality and agency.

Frederick-Firestone Fire Protection District

By: _____ Date: _____
Edward G. Weimer, President of the Board, Frederick-Firestone Fire Protection District

By: _____ Date: _____
Jeremy Young, Fire Chief, Frederick-Firestone Fire Protection District

<<END – CVEOP BASE PLAN>>

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 5.c

Consent Agenda

Meeting Date: July 12, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-69: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC FOR INSTALLATION SERVICES OF SHADE STRUCTURES AT MOUNTAIN SHADOWS PARK

RECOMMENDATION

Staff recommends approval of Resolution 23-69, authorizing the purchase of two shade structures and the execution of the Construction Contract for installation with Altitude Recreation and authorizing staff to expend funds.

SUMMARY

The proposed agreement with Altitude Recreation is for purchasing and installing two shade structures around the pump track and bike park at Mountain Shadows Park. Each structure will be a 12x12x10 cantilever-style structure.

The shade structures will be a great addition to Mountain Shadows Park's pump track and bike park, where little to no natural shade is present. Placing shade structures will provide visitors shelter from the weather while visiting the park's new amenities.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed $20,500.00. Sufficient funds were budgeted in 2023 in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

Staff reported to the Board of Trustees on June 21, 2023, the urgency to order these shade structures due to long lead times and the current pump track and bike park project construction schedule.

ATTACHMENTS

1. Res 23-69 Altitude Recreation Shade Structure Installation Services Mountain Shadows Park
2. Construction Contract-Altitude Recreation
3. Shade Structure -Mtn Shadows Park (Quote)

RESOLUTION NO. 23-69

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND ALTITUDE RECREATION INC FOR INSTALLATION SERVICES OF SHADE STRUCTURES AT MOUNTAIN SHADOWS PARK

WHEREAS, the Town of Firestone ("Town") desires to engage Altitude Recreation Inc. for the purpose of providing installation services for the shade structures at the Mountain Shadows Park ("Project"); and

WHEREAS, Town staff obtained quotes for the work from numerous providers and selected Altitute Recreation Inc as the lowest responsible and responsive provider; and

WHEREAS, staff thus recommends that Altitude Recreation Inc be selected to perform the required work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Agreement between the Town of Firestone and Altitude Recreation Inc. for installation services for the shade structures at the Mountain Shadows Park is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of July, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 12th day of July, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **ALTITUDE RECREATION**, an independent contractor with a principal place of business at 720 Austin Avenue, Suite 203, Colorado 80516 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

NOW THEREFORE, consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Mountain Shadows Park Pump Track & Bike Park (P2022-9332) Project**.

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the contract Documents.

II. RESERVED

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 120 days of the Effective Date of this contract. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$20,500.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

V. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.

B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the contract is completed satisfactorily and finally accepted by the Town.

C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.

C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VII. OWNERSHIP

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such Work. The Town may, with respect to all or any portion of such Work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such Work without providing notice to or receiving consent from Contractor.

VIII. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform Work under the terms of this Construction Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

X. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform Work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract.

B. Prohibited Acts. The Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract.

C. Verification.

1. If the Contractor has employees, the Contractor has confirmed the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing Work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract.

D. Duty to Comply with Investigations. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that the Contractor is complying with the terms of this Section

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
   1. Exhibit A: Quote 103150 for purchase and installation of two shade structures

There are no Contract Documents other than those listed above in this Section XII.

XIII. CHANGE ORDERS

A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   a. The scope of the change in the Work;
   b. The amount of the adjustment to the Contract Price; and
   c. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIV. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal yearIN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

_____

Drew Alan Peterson, Mayor

ATTEST:

_____

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

_____

William P. Hayashi, Town Attorney

ALTITUDE RECREATION

By: _____ 7/5/23

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5 day of July, 2023 by Douglas S Johnsen as owner of Altitude recreation.

My commission expires: 09-27-2025

(S E A L)

_____
Notary Public
Urbara B. Chalise

URBARA B. CHALISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214038163
MY COMMISSION EXPIRES SEP 27, 2025

FIRESTONE

SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, the Contractor shall perform the following duties, as directed by the Town:

- Contractor shall supply and install two shade structures – GT-Shade Custim T Cantilever 12x12x10

05/23/2023
Quote #
103150-01-01

ALTITUDE RECREATION

720 Austin Avenue., Suite 203
Erie, CO 80516
1-800-235-2440

PUMP TRACK SHADE

TOWN OF FIRESTONE
Attn: CHUCK BRANDT
7500 WCR 20
FIRESTONE, CO 80504
Phone: 303-901-0227

Ship to Zip 80504

Quantity	Part #	Description	Unit Price	Amount
1	S57003	GT-Shade - CUSTOM T CANTILEVER SHADE 12'x12'x10'	$5,825.00	$5,825.00
1	INSTALL	ALTITUDE CONTRACTING - SHADE INSTALLATION	$3,180.00	$3,180.00
			Sub Total	$9,005.00
			Estimated Freight	$1,114.00
			Total	**$10,119.00**

Comments

PLEASE ADD TAX IF APPLICABLE
UNLOADING, STORAGE AND PRIVATE LOCATE BY OTHERS
PERMITS NOT INCLUDED

OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO **ALTITUDE RECREATION.**
Pricing: f.o.b. factory. **Pricing Firm for 30 Days from the day of this quotation.**

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Final TAX amount may change, any additional tax required will be customer's responsibility.

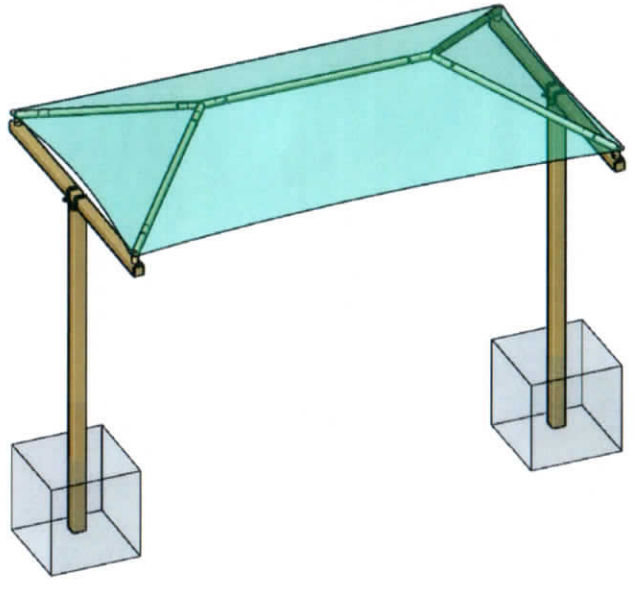
Shipment: Standard playground and furnishings order shall ship within 10-12 weeks, Custom Panels 10-12 weeks, Vista Ropes Climbers 12-18 weeks, Standard Shades and Shelters 14-16 weeks, Surfacing 1-2 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. All orders remaining staged for shipment, with the manufacturer, after 10 business days, will be applicable to a minimum storage fee of $125.00, as well as an additional $125.00 per week, per order. The customer will be responsible to pay these fees once the equipment ships. Flatbed and Forklift requests would be additional charge (not included)

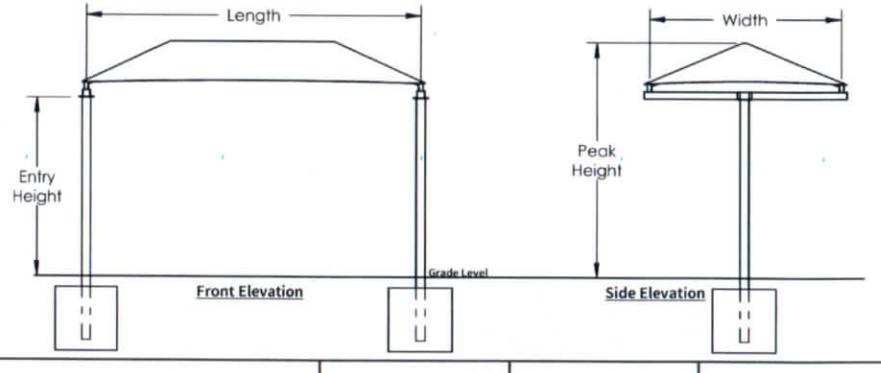
Freight charges: Allowed & prepaid
Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access.

PURCHASER SHALL ABSORB ALL COSTS INCURRED FROM UNKOWN SOIL CONDITIONS SUCH AS ROCK REMOVAL, POOR DIGGING CONDITIONS (BEDROCK), OR POOR SOIL BEARING CAPACITY, INCLUDING BUT NOT LIMITED TO JACKHAMMER, BACKHOE OR BULLDOZER, SONOTUBES (PLUS DELIVERY, OPERATOR AND INSTALLATION IF REQUIRED)
Exclusions: unless specifically included, this quotation excludes all bonds, prevailing wages, site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

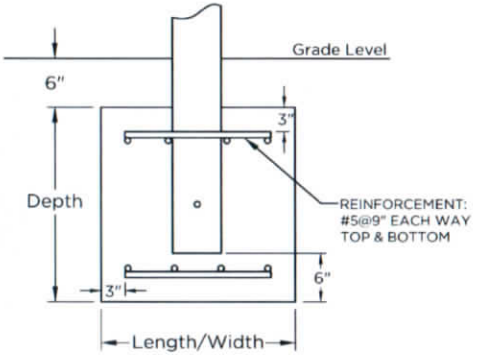
Tee Cantilever Hip Shade

Length	12'	**Width**	12'	**Entry Height**	10'
Peak Height	12.22'	**Elbow**	Standard	**Column Mount**	Embedded
Column Size	Ø5.0" 11-Ga	**Rafter Size**	Ø2.5" 12-Ga	**Ridge Size**	Ø2.5" 12-Ga
Column Length	13'	**Rafter Length**	7.82'	**Ridge Length**	3'
Dome Qty.	1	**Column Qty.**	2	**Beam Size**	4"x4"x3/16"

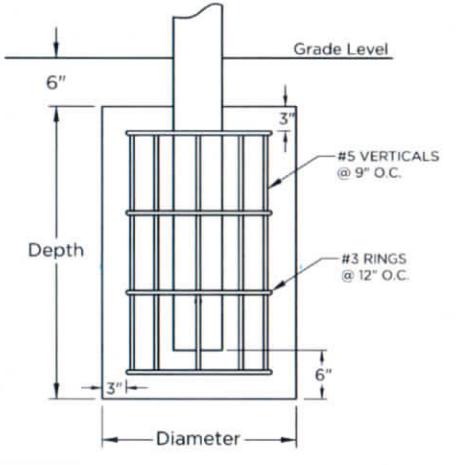




Square Footing		
Column	Length & Width	Depth
Single Cap	2.22	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	3.78	N/A
2'-6"	Out of range	N/A
3'-0"	Out of range	N/A



Superior Shade

QUOTE	SHADE SIZE	SHADE STYLE
	12' X 12'	**Tee Cantilever Hip Shade**

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 5.d

Consent Agenda

Meeting Date: July 12, 2023

Initiated By: Ivy Pitts

Dept: Administration

AGENDA TITLE

Resolution 23-75: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROTHERS REDEVELOPMENT INC.

RECOMMENDATION

Staff recommends approval of the resolution to amend the professional services agreement with Brothers Redevelopment.

SUMMARY

This amendment extends the end date of the professional services agreement with Brothers Redevelopment (Brothers) from June 2023 to December 2024. The Town has contracted with Brothers Redevelopment to administer Community Development Block Grant (CDBG) funds for a minor home repair program.

The CDBG funds for this program were anticipated to be available in June 2022 but were not made available until June 2023. Extending the end date through the end of 2024 will allow the Town and Brothers to utilize the CDBG funds fully.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the professional services agreement with Brothers Redevelopment on January 26, 2022, with Resolution 22-21.

ATTACHMENTS

1. Reso 20-75 First Amendment Town Brothers CDBG Program
2. Brothers Redevelopment Professional Services Agreement Amendment 1
3. Brothers Redevelopment Agreement 2022 - Fully Executed

RESOLUTION NO. 23-75

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROTHERS REDEVELOPMENT INC.

WHEREAS the Town of Firestone ("Town") entered into a Sub-Recipient Agreement with Weld County for the use of Community Development Block Grant Funds for a Single-Family Housing Rehabilitation Program ("Program"); and

WHEREAS the Town contracted with Brothers Redevelopment Inc. ("Brothers") to administer the Program; and

WHEREAS the Town and Brothers expected the Program to be completed by June 30, 2023 however Weld County which controls the funding for the Program did not provide the Town the required Notice to Proceed until June 5, 2023; and

WHEREAS, the Town and Brothers thus desire to amend the Professional Services Agreement to extend its term until December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The First Amendment to the Professional Services Agreement between the Town of Firestone and Brothers Redevelopment Inc is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the First Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BROTHERS REDEVELOPMENT, INC.

WHEREAS, on June 21, 2022, the Town of Firestone ("Town") and Brothers Redevelopment, Inc., ("Contractor") entered into a Professional Services Agreement ("Agreement") under which Contractor would administer a Community Development Block Grant ("CDBG) Single Family Housing Rehabilitation Program for the Town; and

WHEREAS, access and use of the CDBG funds is controlled by Weld County with whom the Town has a Subrecipient Agreement; and

WHEREAS, though the parties had anticipated commencing the Agreement on June 1, 2022, and completing all work by June 30, 2023, the Town did not receive the required Notice to Proceed from Weld County until June 5, 2023; and

WHEREAS, it is thus necessary to amend the Agreement by extending the end date from June 30, 2023, to December 31, 2024.

NOW, THEREFORE, the parties agree as follows:

Section II, Time of Performance of the Professional Services Agreement between the Town of Firestone and Brothers Redevelopment, Inc., is amended to read as follows:

II. TIME OF PERFORMANCE

Services of the Contractor are expected to start on or about June 1, 2022. Services provided under this Agreement are expected to end on or about December 31, 2024, or such other date as the Town notifies the Contractor in writing. The term of this Agreement may be extended without the provision of additional CDBG funds by mutual agreement of the Town and the Contractor. The term of this Agreement may be extended up to one (1) additional one-year period, contingent on funding availability, by mutual agreement of the Town and the Contractor in writing.

Executed this ___ day of July, 2023.

TOWN OF FIRESTONE

By:_____
Drew Alan Peterson, Mayor

ATTEST:

By:_____
Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

By:_____
William P. Hayashi, Town Attorney'

CONTRACTOR
BROTHERS REDEVELOPMENT, INC.

By: Jeff Martinez
Name: Jeff Martinez
Title: President

Professional Services Agreement
Brothers Redevelopment, Inc.

THIS AGREEMENT ("Agreement"), entered into this 26th day of Jan., 2022 by and between the Town of Firestone ("Town") and Brothers Redevelopment, Inc. ("Contractor"). Town and Contractor are referred to herein collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Town has applied for funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Town wishes to engage the Contractor to assist the Town in utilizing such funds once awarded; and

WHEREAS, in accordance with the Weld County Action Plan and Community Development Block Grant (CDBG) national objectives, the Town wishes to conduct a Single Family Housing Rehabilitation Program, an eligible CDBG activity per 24 CFR §570.202(a)(I), and one which meets the National Objective of benefitting low- to moderate-income households located within the Town of Firestone; and

WHEREAS, per 24 CFR Part 58, the Town as the responsible entity will work with Weld County to completed a Tier I program level environmental review for the activities to be carried out with the funding provided by this agreement;

NOW, THEREFORE, it is agreed between the Parties hereto that;

I. SCOPE OF SERVICE
   a. Activities

      The Contractor will be responsible for administering a CDBG funded Single Family Housing Rehabilitation Program in a manner satisfactory to the Town and consistent with regulations governing the use of federal entitlement funds. Such program will include the following activities eligible under the Community Development Block Grant program:

      i. Project Delivery
      Complete approximately 18-56 housing rehabilitation projects according to the following guidelines:

      Application intake and income qualification based on current HUD AMI limits for the Weld County Area. Contractor to collect all required support documentation from the applicant to make a determination of eligibility. Application and income qualification forms to be provided by the Town.

      Preparation of a Tier 2 Environmental Review Statutory Checklist for each property considered for assistance. Tier 2 checklists to be submitted to the Town's Economic Development Neighborhood Services Department for review and approval prior to the commitment of funds for each property.

Documentation of inspections to determine the adequacy and expected system life of major building components required per household upon approved application. Use of appropriately certified testing agencies to sample for hazardous building materials when required.

Prioritization of repairs and modifications as stated in the program description and policies to be followed for each household.

Use of appropriately licensed and insured contractors to carry out a variety of home repairs that address urgent health and safety issues.

Documentation of all program activities in well-organized project files made available to the Town for monitoring.

ii. General Administration

Program marketing to low- to moderate-income households and areas within the corporate limits of the Town of Firestone.

Development of an open and competitive procurement process for creating a list of pre-qualified, appropriately licensed and insured contractors able to carry out repairs under the program. The process will be subject to review by the Town's Planning and Development Department prior to implementation.

Preparation and submittal of monthly pay requests for reimbursement for program activities. Pay requests to include Contractor invoices, Contractor staff timecards, and any other documentation deemed necessary by the Town to determine the eligibility of costs requested for reimbursement.

Preparation and submittal of monthly reports detailing accomplishments, demographic and income data for all program participants. Reports and program beneficiary data to be provided to the TOWN. Reporting forms to be provided by the Town.

Participation in ongoing monitoring of program activities as required.

b. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Contractor certifies that the activity or activities carried out under this Agreement will benefit a clientele who are exclusively low and moderate income persons, as verified by the following:

Household income eligibility requirements which limit the activity exclusively to low and moderate income persons per 24 CFR § 570.208(2)(i)(C). Household income shall be determined in accordance with the definition of annual income in 24 CFR § 570.3 (2).

c. Levels of Accomplishment - Goals and Performance Measure

The Contractor agrees to provide the following levels of program services:

Activity	Units per Quarter	Total Units/Year
Housing Rehabilitation	Approx. 4-14	Approx. 18-56

d. Staffing

For Contractor:

Jason McCullough, Director, Home Modification and Repair Department

For Town:

Paula Mehle, Director, Economic Development Neighborhood Services Department

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Town.

e. Performance Monitoring

The Town will monitor the performance of the Contractor against goals and performance standards as stated above and in accordance with the Town's Performance Monitoring Plan. Substandard performance as determined by the Town will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the Town, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Contractor are expected to start on or about June 1, 2022. Services provided under this Agreement are expected to end on or about June 31, 2023, or such other date as the Town notifies the Contractor in writing. The term of this Agreement may be extended without the provision of additional CDBG funds by mutual agreement of the Town and the Contractor. The term of this Agreement may be extended up to one (I) additional one-year period, contingent on funding availability, by mutual agreement of the Town and the Contractor in writing.

III. BUDGET

The PROJECT budget is based on an estimate of costs typical for similar programs administered by the Contractor. The following table is a summary of the project budget. All requests for reimbursement will include back-up documentation substantiating eligibility:

Administration 10%	Salaries and Benefits	$22,100
	Facility Expenses	$500
	Phone	$500
	Office supplies	$200
	Insurance	$500
	Travel	$1,200
	Admin Total	$25,000
Project Delivery Costs 90%	Construction	$160,000
	Materials	$25,000
	Labor-Direct Costs	$40,000
	Project Delivery Total	$225,000
TOTAL		**$250,000**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Town may require a more detailed budget breakdown than the one contained herein, and the Contractor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Town. Any amendments to the budget must be approved in writing by both the Town and the Contractor.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Town under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars ($250,000). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with an approved indirect cost allocation plan.

Payments may be contingent upon certification of the Contractor's financial management system in accordance with the standards specified in 2 CFR 200.300-309.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and

other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Town Project Manager:
Town of Firestone, Economic Development Neighborhood Services Department
Paula Mehle, Director
9950 Park Avenue
Firestone, CO 80504

Contractor
Brothers Redevelopment, Inc.
Jason McCullough, Director, Home Modification and Repair Department 2250 Eaton St, Garden Level, Ste B
Denver, CO. 80214

VI. GENERAL CONDITIONS

a. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Contractor does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

b. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Town shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.

c. Hold Harmless and Governing Law

The Contractor shall hold harmless, defend and indemnify the Town from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or non-performance of the services or subject matter called for in this Agreement. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, Town Code, ordinances, rules and regulations of the Town of Firestone, Colorado, a statutory Town and Colorado municipal corporation and any laws or rules and regulations governing the award of funds by the United States Department of Housing and Urban Development. Court venue and jurisdiction shall exclusively be in the Colorado District Court for Weld County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the Town of Firestone, Weld County, State of Colorado.

d. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

e. Insurance and Bonding

The CONTRACTOR certifies and agrees to purchase and maintain the following insurance requirements throughout the Agreement Time of Performance defined in Section II above.

i. Workers' Compensation and Employers' Liability as required by statute. Employers' Liability coverage is to be carried for a minimum of $100,000.

ii. Commercial General Liability for limits not less than $1,000,000 Combined Single Limit for bodily injury and property damage for each occurrence and not less than $2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

iii. Automobile Liability for limits not less than $1,000,000 Combined Single Limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

iv. The PROPERTY OWNER shall purchase or cause the Contractor to purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.

v. Property insurance shall be written on a Covered Cause of Loss-Special Form, replacement cost coverage, including coverage for flood and earth movement.

Except for workers' compensation and employer's liability insurance, the Town of Firestone must be named as an additional insured. No funds shall be due or paid to the CONTRACTOR until CONTRACTOR has complied with the insurance provisions of this Agreement. Certificates of Insurance must provide 30 days' notice to the Town prior to any cancellation, non-renewal, or material changes to policies required under the contract.

If any of the CONTRACTOR's insurance policies become null, void, canceled or otherwise rendered ineffective at any time, the Town, at the Town's option, may suspend this Agreement until a new policy is obtained by CONTRACTOR. No funds shall be deemed due, owed, or shall be paid for services performed during a period of suspension under this section. Suspended periods shall be considered lost time under this Agreement and the Town may, at the Town's option adjust the Agreement funds accordingly. No suspension shall be deemed to extend or otherwise alter the period of this Agreement.

The CONTRACTOR shall comply with the bonding requirements of CFR 200.304 and the insurance requirements of CFR 200.310.

f. Town Recognition

The Contractor shall insure recognition of the role of the Town in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

g. Amendments

The Town or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and, where required, approved by the Town's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Town or Contractor from its obligations under this Agreement.

The Town may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Town and Contractor.

h. Suspension or Termination

In accordance with 2 CFR Part 200, Appendix II, Paragraph (A), the Town may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Contractor to the Town reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Appendix II, Paragraph (B), this Agreement may also be terminated for convenience by either the Town or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated . However, if in the case of a partial termination, the Town determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Town may terminate the award in its entirety.

This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Town Board of Trustees of Firestone, contrary to Article X, § 20, Colo. Const., or any other constitutional or statutory debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Town which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then- existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Town. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement. This Agreement is also made subject to the availability of federal funds allocated to the Town for the purposes of this Agreement. In the case of federal funds partially or wholly being unavailable to cover the costs of the services contemplated under this Agreement, the Town may terminate this Agreement.

VII. Administration Requirements

a. Financial Management

i. Accounting Standards

The Contractor agrees to comply with the Standards for Financial and Program Management at 2 CFR 200.300-309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Contractor shall administer its program in conformance with OMB Cost Principles at 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

b. Documentation and Record Keeping

i. Records to be Maintained

The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Data showing the size and annual income of each household receiving assistance;
4. For staff costs paid under the Agreement: staff time and activity records demonstrating the time allocable to activity delivery and any time allocable as general administration as may be authorized per the Project Budget established in Section III of this Agreement.
5. Records required to document the improvement of real property carried out with CDBG funds;
6. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program as described in 24 CFR 570.506(g);
7. Financial records as required by 24 CFR 570.506, and 2 CFR 200.333-337; and
8. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

ii. Retention

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement, including all financial records, supporting documents, and statistical records, for a period of five (5) years after the date of submission of the final report to HUD in the Consolidated Annual Performance and Evaluation Report (CAPER) in which the PROJECT is reported, or a period as otherwise provided in OMB standards for record retention at 2 CFR 200.333, whichever period is longer. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that starts before the expiration of the five-year-

period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year-period, whichever occurs later.

iii. Client Data

The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, and income level or other basis for determining eligibility, and description of service provided. Such information shall be submitted to the Town on a quarterly basis.

iv. Disclosure

The Contractor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Town's or Contractor's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-outs

The Contractor's obligation to the Town shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: completion of a project close-out report, disbursement of final payments, and determining the custodianship of records. Final close-out will occur when:

- The work was performed and properly billed and final invoice is marked "final;"
- All documentation related to the project is received; and
- Contractor has provided all project deliverables and met project obligations.

vi. Access to Records and Inspections

The Contractor shall provide access to all records with respect to any matters covered by this Agreement as provided in OMB requirements (2 CFR 200.336). Further, all Contractor records with respect to any matters covered by this Agreement shall be made available to the Town, appropriate Town agencies, HUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Restrictions on public access to records shall comply with OMB standards (2 CFR 200.337).

vii. Audit

The Contractor shall provide the Town with information on the total of Federal funds received and expended during the term of this agreement. Contractor will cooperate with the Town in determining if the amount of Federal funds expended meets the threshold for applying the audit requirements for recipients of Federal funds, as established by the Federal Office of Management and Budget (2 CFR Part 200 Subpart F). If the Contractor meets the threshold, it will complete in a timely manner an audit that meets OMB standards and provide a copy of the audit report to the Town upon completion. Any deficiencies noted in audit reports must be fully cleared by the

Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

c. Reporting and Payment Procedures

i. Payment Procedures

The TOWN will pay to the Contractor funds available under this Agreement based upon information submitted by the Contractor and consistent with any approved budget and Town policy concerning payments. Payments will be made for eligible expenses actually incurred by the Contractor.

ii. Indirect Costs

If indirect costs are charged, the Contractor will develop an indirect cost allocation plan (or as otherwise authorized under 2 CFR 200.414) for determining the appropriate Contractor's share of administrative costs and shall submit such plan to the Town for approval, in a form specified by the Town.

iii. Progress Reports

The Contractor shall submit regular Progress Reports to the Town in the form, content, and frequency as required by the Town.

iv. Program Income

This project will not generate program income.

d. Procurement

i. OMB Standards

Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services required under this agreement in accordance with current Town procurement policies, or the requirements of 2 CFR 200.317-326, whichever is more restrictive.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

a. Civil Rights

i. Compliance

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders I 1375, I 1478, 12107 and 12086.

ii. Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. Section 504

The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Town shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

i. Executive Order 11246

The Contractor agrees that it will comply with Subpart B of Executive Order 11246 as it relates to Contractors' Agreements and required contract provisions.

ii. Women- and Minority-Owned Businesses (W/MBE)

The Contractor will comply with OMB requirements at 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms and use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Notifications Regarding Affirmative Action

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

v. Subcontract Provisions

The Contractor will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

c. Employment Restrictions

i. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Town pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts I, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. "Section 3" Clause

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Town, the Contractor and any of the Contractor's contractors and subcontractors. Failure to fulfill these requirements shall subject the Town, the Contractor and any of the Contractor's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and

agrees that no contractual or other disability exists that would prevent compliance with these requirements.

In all the subcontracts executed under this Agreement, the Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG- funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low- income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract

with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Contractor certifies that Contractor shall comply with the provisions of C.R.S. Sec. 8-17.5-l O1 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor represents, warrants, and agrees that it (i) has confirmed that it does not employ any illegal aliens, either through participation in the eVerify program administered by the Social Security Administration and Department of Homeland Security or by means of the Colorado Department of Labor program, and (ii) otherwise will comply with the requirements of C.R.S. Sec. 8-17.5-102(2)(b). Contractor will comply with all reasonable requests made in the course of an investigation under C.R.S. Sec. 8-17.5-l02 by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or C.R.S. Sec. 8-17.5-101 et seq., the Town may terminate this contract for breach.

d. Conduct

i. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Contractor from the Town under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Town.

ii. Subcontracts

1. Approvals

The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the TOWN prior to the execution of such agreement.

2. Monitoring

The Contractor will monitor all subcontracted services as scheduled in the TOWN's performance monitoring plan to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Town along with documentation concerning the selection process.

iii. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

iv. Conflict of Interest

The Contractor agrees to abide by the provisions of 2 CFR 200.112 and 570.611, which include the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision- making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG- assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (l) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Town, the Contractor, or any designated public agency.

v. Lobbying

The Contractor hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly:
4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

vi. Copyright

If this contract results in any copyrightable material or inventions, the Town and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. Religious Activities

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. ENVIRONMENTAL CONDITIONS

a. Air and Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

Clean Air Act, 42 U.S.C., 7401, el seq.;

Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

b. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 400 l), the Contractor shall assure that for activities located in an area identified by the Federal Emergency

Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. Lead-Based Paint

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

d. Historic Preservation

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

TOWN will determine actions necessary to comply with Historic Preservation requirements in conjunction with its Environmental Review and will specify such required actions in the Scope of Services for activit(y)(ies) under this Agreement.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Town's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Town to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Town and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Town and the Contractor with respect to this Agreement.

EXECUTED THIS 26th DAY OF January, 2022

TOWN OF FIRESTONE

By: _____
Bobbi Sindelar, Mayor

ATTEST:

_____
Jessica Koenig, CMC, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

BROTHERS REDEVELOPMENT, INC.
A Colorado Nonprofit Corporation

By: _____
Jeff Martinez, Executive Director

AGENDA INFORMATION MEMORANDUM FIRESTONE TOWN BOARD OF TRUSTEES	**AIM#:** 7.a **Presentation** **Meeting Date:** July 12, 2023 **Initiated By:** **Dept:** Public Works

AGENDA TITLE
Water Update

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 7.b

Presentation

Meeting Date: July 12, 2023

Initiated By: Ivy Pitts

Dept: Administration

AGENDA TITLE
Brothers Redevelopment Minor Home Repair Program

RECOMMENDATION

SUMMARY
Jason McCullough, Director of Home Modification and Repair with Brothers Redevelopment, will give a brief overview of the Town's CDBG-funded Home Improvement Program.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.a

Discussion/Action

Meeting Date: July 12, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-70: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE BOULEVARD

RECOMMENDATION

Staff recommends approval of Resolution 23-70, authorizing the execution of the Construction Contract with Brannan Sand and Gravel Company for pavement services and authorizing staff to expend funds.

SUMMARY

In the interest of the Town's pavement preservation program, it has been determined that the section of Firestone Blvd between Cimarron St and Birch St is in need of a 3” mill and overlay treatment to prevent further deterioration of this road section. Brannan Sand and Gravel was selected to complete the 2023 pavement project due to the exceptional work completed on Firestone Blvd and Colorado Blvd projects in 2022.

The project will begin no later than August 28, 2023, weather depending, and will be completed within 90 days. To minimize the impact on drivers, regular work hours will be from 7:00 p.m. to 7:00 a.m. Sunday through Thursday. Friday night work is possible.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed $ 1,020,000.00.

HISTORY AND PREVIOUS BOARD ACTION

At the May 24, 2023, Board of Trustees meeting, the Board requested that staff determine a solution to address the condition of Firestone Blvd.

ATTACHMENTS

1. Res No 23-70 CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY
2. Firestone Blvd Construction Contract with Brannan Sand and Gravel

RESOLUTION NO. 23-70

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND BRANNAN SAND AND GRAVEL COMPANY FOR THE MILL AND OVERLAY PAVING PROJECT FOR PORTIONS OF FIRESTONE BOULEVARD

WHEREAS, the Town of Firestone ("Town") is in immediate need of mill and overlay work for both lanes of Firestone Boulevard from Birch St to Cimarron Street; and

WHEREAS, given the immediate need for the work and the high quality of Brannan Sand and Gravel Company's previous work for the Town, it is in the Town's best interest to have Brannan Sand and Gravel Company perform the work as a sole provider.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Construction Contract between the Town of Firestone and Brannan Sand and Gravel Company for the mill and overlay paving project for potions of Firestone Boulevard is approved in substantially the same form as the copy attached hereto and made a part of this Resolution and the Mayor is authorized to execute the Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of July, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this 12th day of July 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **BRANNAN SAND AND GRAVEL COMPANY** an independent contractor with a principal place of business at 2500 East Brannan Way, Denver, Colorado 80516 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has been found by the Town as having the expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **2023 Firestone Blvd Mill and Overlay between Cimmaron St and Birch St (S2023-9236)**

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 90 days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$ 1,020,000.00** (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform work under the terms of this Construction Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program

administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Section XI.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who

perform work under the Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
   1. Exhibit A: Scope of Work.
   2. Exhibit B: Unit-Price Bid Form.

B. Performance Bond and Labor & Material Payment Bond.

C. Notice of Award.

D. Notice to Proceed.

E. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

BRANNAN SAND AND GRAVEL COMPANY By: _____
J. C. Marvel, Jr.; Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF **Adams**)

The foregoing instrument was subscribed, sworn to and acknowledged before me this **3rd** day of **July**, 2023, by **J. C. Marvel, Jr.** as **Member/Manager** of **Brannan Sand and Gravel Company**.

My commission expires: 12-10-2026

(S E A L)

CHERYL CHENEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984033878
MY COMMISSION EXPIRES 12/10/2026

_____
Notary Public

FIRESTONE
COLORADO

EXHIBIT A
SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town: **2023 Firestone Blvd Mill and Overlay between Cimmaron St and Birch St (S2023-9236)**

- Contractor shall perform a 3" Mill and Overlay on Firestone Blvd from Cimmaron St to Birch St.
- Town to keep all millings.
- Contractor shall perform full-depth patching where demand is necessary by the project manager.
- Contractor shall restripe roadways.
- Contractor shall reinstall all thermoplastic markings.
- Contractor shall install and maintain any and all stormwater measures.
- Contractor shall be responsible for all geotechnical services.
- Work to start no later than 8/28/2023 Substantial completion in 60 days full completion in 90.
- Contractor shall provide and maintain all traffic control devices and measures for the project as well as all resident notifications (If needed).
- For minor quantity adjustments: $3,197.50 (Contractor must receive prior approval from the Town)
- All Towns standards and specifications to be followed to include the procedures outlined in the Towns Street, Curb, and gutter maintenance/Replacement SOP to ensure stormwater compliance including installation and maintenance of stormwater control measures. https://www.firestoneco.gov/DocumentCenter/View/6348/Section-500---Roadway--Asphalt-Design?bidId=

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.b

Discussion/Action

Meeting Date: July 12, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-71: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND IDEAL FENCE CORP FOR THE REPLACEMENT OF GUARD RAILS AT COUNTY ROAD 26 AND 7

RECOMMENDATION

Staff recommends approval of Resolution 23-71, authorizing the execution of the Construction Contract with Ideal Fence Corp for guardrail removal and replacement services and authorizing staff to expend funds.

SUMMARY

The proposed resolution approves a construction contract with Ideal Fence Corp to replace a guardrail located on CR 26 and CR 7, south of Mead High School. The guardrail is in poor condition and no longer meets CDOT specifications due to years of pavement overlays on that section of road which have left the guardrail lower than the CDOT height requirement.

The work consists of removing the existing guardrail and the end anchors and installing new guardrail and anchors to meet CDOT specifications. The project will begin no later than August 20, 2023, weather depending, and will be completed within 60 days.

FINANCIAL CONSIDERATIONS

The agreement includes an amount not to exceed $25,000.00. Sufficient funds have been budgeted in the Public Works Street Division budget within the General Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented this as part of a line item in the general fund.

ATTACHMENTS

1. Res 23-71 Ideal Fence Corp Guard Rail Replacement Construction Contract
2. Construction Contract-Ideal Fence Corp Final

RESOLUTION NO. 23-71

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND IDEAL FENCE CORP FOR THE REPLACEMENT OF GUARD RAILS AT COUNTY ROAD 26 AND 7

WHEREAS, the Town of Firestone ("Town") requested quotes from three companies for the replacement of guard rails at CR26 and CR7 and only Ideal Fence Corp responded; and

WHEREAS staff reviewed Ideal Fence Corp's submittal and determined that they are qualified and that their cost is reasonable, and

WHEREAS staff thus recommends that Ideal Fence Corp. be selected as the Contractor for the Guard Rail Replacement Construction Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Guard Rail Replacement Construction Contract between the Town of Firestone and Ideal Fence Corp. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Construction Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of July, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this12th day of July 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **IDEAL FENCE CORP.** an independent contractor with a principal place of business at 5795 Ideal Drive Erie, Colorado 80516 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has been found by the Town as having the expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Removal and replacement of guard rail on CR 26 and CR 7.**

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 90 days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$25,000.00** (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform work under the terms of this Construction Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program

administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Section XI.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who

perform work under the Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
   1. Exhibit A: Scope of Work.

There are no Contract Documents other than those listed above in this Section XII.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

IDEAL FENCING CORP. LLC

By: Matthew H Beckelmann
president

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 24th day of June, 2023, by Matthew H. Beckelmann as President of Ideal Fencing Corp LLC.

My commission expires: 11-24-2024

(S E A L)

NIKKI L. GOODEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964020325
MY COMMISSION EXPIRES NOVEMBER 24, 2024

Nikki L Gooden

Notary Public

FIRESTONE

EXHIBIT A
SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town: **Removal and replacement of guard rail on Cr26 and Cr 7.**

- Contractor shall remove the existing guard rail and install a new one to meet C-DOT specifications.
- Work to start no later than 8/20/2023 Substantial completion in 30 days full completion in 60.
- Contractor shall provide and maintain all traffic control devices and measures for the project.
- For minor quanity adjustments: $1,435.00 (Contractor must receive prior approval from the Town)
- All Towns standards and specifications to be followed to include the procedures outlined in the Towns Street, Curb, and gutter maintenance/Replacement SOP to ensure stormwater compliance including installation and maintenance of stormwater control measures. https://www.firestoneco.gov/DocumentCenter/View/6348/Section-500---Roadway--Asphalt-Design?bidId=

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.c

Discussion/Action

Meeting Date: July 12, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-72: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 CONCRETE REPLACEMENT PROGRAM CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC.

RECOMMENDATION

Staff recommends approval of Resolution 23-72, authorizing the execution of Change Order No. 1 of the Construction Contract with ABS Concrete Inc. for concrete removal and replacement services and authorizing staff to expend funds.

SUMMARY

The proposed change order with ABS Concrete Inc. allows for the removal and replacement of the concrete cross pan at Dover St and Valley Vista Ave. The pitch of the existing cross pan is incorrect, creating a build-up of water in the area, which has deteriorated the asphalt around it and creates a dangerous situation in the winter with it freezing.

The project will begin no later than July 20, 2023, depending on the weather, and will be completed within 60 days.

FINANCIAL CONSIDERATIONS

Change Order No. 1 is for $13,392.00 increasing the 2023 Concrete Replacement Program amount to not to exceed $113,392.00. Sufficient funds were budgeted in 2023 for Public Works Streets Division operating accounts.

HISTORY AND PREVIOUS BOARD ACTION

ABS Concrete Inc. was selected and contracted in April of 2023 as the 2023 Concrete Replacement Program contractor. The original contract was for $250,000.00 with $150,000.00 committed to concrete completion at Public Works and $100,000.00 to be split equally between Streets, Water, Stormwater, and Parks Divisions. The Streets Division has projects identified that exceed the original $25,000.00 and is recommending Change Order No. 1 for this location.

ATTACHMENTS

1. Res 23-72 ABS Concrete Inc Change Order No1
2. Change Order No 1-ABS Concrete

RESOLUTION NO. 23-72

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING CHANGE ORDER NO.1 OF THE 2023 CONCRETE REPLACEMENT PROGRAM CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND ABS CONCRETE INC.

WHEREAS, the Town of Firestone entered into a Construction Contract with ABS Concrete Inc. to serve as the contractor for the Town's 2023 Concrete Replacement Program; and

WHEREAS, in addition to the work set forth in the contract the parties agree that the concrete cross pan in the intersection at Dover St and Valley Vista Ave requires removal and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Change Order No. 1 of the 2023 Concrete Replacement Program Contract between the Town of Firestone and ABS Concrete Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute Change Order No. 1 on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of July, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

CHANGE ORDER NO. 1

DATED: July 12th 2023

TO: ABS Concrete, Ina

PROJECT: 2023 Concrete replacement Program

PROJECT NUMBER: S2023-9235

OWNER: Alex Bustillos

You are hereby requested to comply with the following changes from the Agreement.

	DESCRIPTION OF CHANGES	**DECREASE** Contract Price	**INCREASE** Contract Price
			$100,000.00
1	Crosspan replacement		$ 13,392.00
2			
3			
4			
5			
	TOTALS	$ -	$ 13,392.00

NET CHANGE TO CONTRACT PRICE:

Original Contract Price:	$100,000.00
Current Contract Price adjusted by previous Change Order:	$100,000.00
Amount of this Change Order	$13,392.00
New Contract Price, including this Change Order, will be:	$ 113,392.00

APPROVALS:

Project Manager: Dave Minor Date: July 12 2023

Consultant/Contractor: _____ Date: _____

Director: _____ Date: _____

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.d

Discussion/Action

Meeting Date: July 12, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-73: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ASPHALT CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND METRO PAVERS INC FOR ASPHALT WORK ON DOVER STREET AND VALLEY VISTA AVENUE

RECOMMENDATION

Staff recommends approval of Resolution 23-73, authorizing the execution of the Construction Contract with Metro Pavers Inc. for 3" mill and 3" replacement of the asphalt on both sides of the cross pan on Dover St and Valley Vista Ave and authorizing staff to expend funds.

SUMMARY

The asphalt surrounding the Dover St and Valley Vista Ave cross pan requires repair. Years of standing water in the area have deteriorated the asphalt, and the current condition warrants a 3" mill and 3" replacement of the asphalt on both sides of the cross pan. This repair will be completed along with the concrete cross pan replacement work.

Staff selected Metro Pavers Inc as the contractor for the replacement because of their responsiveness and experience with smaller paving projects. The work will begin no later than July 20, 2023, depending on the weather, and will be completed within 60 days.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed $10,000.00. Sufficient funds were budgeted in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

None at this time.

ATTACHMENTS

1. Res 23-73 Metro Pavers Inc Asphalt Replacement Construction Contract
2. Construction Contract - MPI Final

RESOLUTION NO. 23-73

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN ASPHALT CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND METRO PAVERS INC FOR ASPHALT WORK ON DOVER STREET AND VALLEY VISTA AVENUE

WHEREAS, the Town of Firestone ("Town") is in need of asphalt work at Dover Street and Valley Vista Avenue; and

WHEREAS, Town staff obtained quotes for the work from numerous providers and selected Metro Pavers Inc as the lowest responsible and responsive provider; and

WHEREAS staff thus recommend that Metro Pavers Inc. be selected to perform the required asphalt work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Asphalt Construction Contract between the Town of Firestone and Metro Pavers Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Contract on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of July, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or “Agreement”) is made and entered into this 12th day of July 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the “Owner”), and **METRO PAVERS INC.** an independent contractor with a principal place of business at 7230 Gilpin Way #180 Denver, Colorado 80229 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has been found by the Town as having the expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. Contractor shall complete all Work and perform all Services which are described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as: **Cross pan asphalt repair at Dover St and Valley Vista Ave.**

B. A change in the Scope of Work shall not be effective unless authorized as a written amendment to this Agreement or change order in accordance with the Contract Documents. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within 10 days of the Effective Contract Date, Contractor shall provide the performance bond and labor & material payment bond and certificate of insurance required by the contract Documents.

II. RESERVE

III. CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within 90 days of the Effective Date of this contract, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, the parties recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. For each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

IV. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$10,000.00** (the "Contract Price"). The Contract Price shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

V. PAYMENT PROCEDURES

Contractor may submit Applications for Payment for completed work per the UNIT-PRICE BID FORM. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

VI. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

C. The Work performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").

D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.

E. Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.

F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

VII. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform work under the terms of this Construction Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

IX. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

X. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

XI. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program

administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Construction Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Construction Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Construction Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Section XI.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who

perform work under the Construction Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XII. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
   1. Exhibit A: Scope of Work.

B. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.
   There are no Contract Documents other than those listed above in this Section XII.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K Bashor CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

METRO PAVERS INC. By: Tony Cessa

STATE OF COLORADO)

) ss.

COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30th day of June, 2023, by Chad Anema as Secretary of Metro Pavers Inc.

My commission expires: 7/29/2025

CHAD ALLEN ANEMA
NOTARY PUBLIC
(S E A L) STATE OF COLORADO
NOTARY ID 20094024412
MY COMMISSION EXPIRES JULY 29, 2025

Notary Public

FIRESTONE COLORADO

EXHIBIT A
SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town: **Cross-pan asphalt repair at Dover St and Vally Vista Ave.**

- Contractor shall perform a 3" Mill and Overlay of the damaged area.
- Contractor shall install and maintain any and all stormwater measures.
- Work to start no later than 7/20/2023 Substantial completion in 30 days full completion in 60.
- Contractor shall provide and maintain all traffic control devices and measures for the project as well as all resident notifications.
- For minor quantity adjustments: $2,440.00 (Contractor must receive prior approval from the Town)
- All Towns standards and specifications to be followed to include the procedures outlined in the Towns Street, Curb, and gutter maintenance/Replacement SOP to ensure stormwater compliance including installation and maintenance of stormwater control measures. https://www.firestoneco.gov/DocumentCenter/View/6348/Section-500---Roadway--Asphalt-Design?bidId=

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 9.e

Discussion/Action

Meeting Date: July 12, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-74: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS AND FOR A ROADWAY CAMERA DETECTION SYSTEM

RECOMMENDATION

Staff recommends approval of Resolution 23-74, authorizing the execution of the General Service Contract with Sturgeon Electric Company, Inc. for traffic signal replacement and upgrade services and authorizing staff to expend funds.

SUMMARY

Sturgeon Electric Company, Inc. annually performs preventive maintenance inspections on all signaled intersections in the Town of Firestone. During this year's inspection, several issues were found. The following is a list of issues and remedies included in the proposed general services agreement with Sturgeon Electric.

- Five of eight conflict monitoring units were deemed unserviceable and were replaced by loaned units from Sturgeon Electric. The remaining units are outdated and cannot be updated any longer. Replacement of all units to newer versions is recommended.
- The camera detection unit at Firestone Blvd and Jake Jabs Blvd intersection is not functioning correctly and needs to be replaced.
- The backup batteries at eight signaled intersections are either bad or outdated and must be replaced.
- The controllers at seven of the eight intersections need to be upgraded. The existing controllers are currently in working condition, but Sturgeon Electric has informed staff that if an issue arises with the current controllers, parts or replacements of these models would be challenging to source.

FINANCIAL CONSIDERATIONS

The contract includes an amount not to exceed $88,250.00. Sufficient funds were budgeted in 2023 operating accounts and in the Capital Projects Fund.

HISTORY AND PREVIOUS BOARD ACTION

During the 2023 budget work sessions with the Board of Trustees, staff presented these projects as part of the Public Works operating budget and CIP.

ATTACHMENTS

1. Res 23-74 Sturgeon Electric Construction Contract
2. General Services -Sturgeon Electric Company Inc

RESOLUTION NO. 23-74

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND STURGEON ELECTRIC COMPANY INC FOR SERVICES FOR TRAFFIC SIGNAL CONTROLLED INTERSECTIONS AND FOR A ROADWAY CAMERA DETECTION SYSTEM

WHEREAS, the Town of Firestone ("Town") is in need of services for the installation of replacement batteries and conflict monitoring units at eight traffic signal controlled intersections, replacement of the camera detection system at Firestone Blvd and Jake Jabs Blvd and the replacement of traffic controllers at seven traffic signal controlled intersections; and

WHEREAS, Sturgeon Electric Company, Inc., ("Sturgeon") is already contracted to perform preventative maintenance for the Town's traffic signal controlled intersection; and

WHEREAS, staff recommends that Sturgeon be selected as the sole source provider for the required services as the parties have established a successfull working relationship and it is thus in the Town's best interest to have Sturgeon perform the required services; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Agreement between the Town of Firestone and Sturgeon Electric Company, Inc. for services for traffic signal controlled intersections and a roadway camera detection system is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this 12th day of July, 2023.

TOWN OF FIRESTONE, COLORADO

_____
Drew Alan Peterson, Mayor

ATTEST:

_____
Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

_____
William P. Hayashi, Town Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 12th day of July, 2023 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **STURGEON ELECTRIC COMPANY, INC.** an independent contractor with a principal place of business at 12150 e 112TH Ave, Henderson, Colorado 80640 ("Contractor") and provides services as follows:

I. SCOPE OF SERVICES

A. Contractor shall provide to the Town certain services described in Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference and known as: **Traffic Signal Repair and Replacement Project.** Furthermore, Contractor shall furnish all labor, equipment, supplies and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay the Contractor a fixed sum not to exceed $88,250.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

B. The Town will make payment due to Contractor for compensation for completed services within thirty (30) days after invoices submitted by Contractor, which invoice(s) may not be submitted more frequently than monthly. Invoices shall include the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. The Town shall submit invoice disputes, if any, to Contractor within thirty (30) days for resolution by mutual consent.

C. Set-Off: In addition to any other rights the Town has under this Agreement to indemnification or recoupment, Contractor agrees that the Town is entitled to set off any amounts it may owe Contractor under this Agreement against such claims for indemnity or recoupment.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required

by law. The work performed by Contractor shall be timely and in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors providing the same or similar type of services in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes. Contractor understands that Contractor is not entitled to unemployment insurance benefits from the Town. Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.

C. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the

Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

_____

Drew Alan Peterson, Mayor

ATTEST:

_____

Kristi K Bashor, CMC, Town Clerk

APPROVED AS TO FORM :

_____

William P. Hayashi, Town Attorney

STURGEON ELECTRIC COMPANY, INC.

By: _____

State of Colorado)
) ss.
County of Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of July, 2023 by Nick Hadley as Project Manager of Sturgeon Electric Co.

My commission expires: may 27, 2026

(Seal)

KAREN RICHARDSON
Notary Public
State of Colorado
Notary ID # 20104017828
My Commission Expires 05-27-2026

Karen Richardson
Notary Public

EXHIBIT A
SCOPE OF WORK

Contractor's Duties

During the term of this Construction Contract, the Contractor shall perform the following duties, as directed by the Town: **Traffic signal repairs and maintenance**

- Contractor shall furnish and install 6 41 AHR Batteries at the 8 intersections.
- Contractor shall furnish and install a new camera detection unit at Firestone Blvd and Jake Jabs Blvd.
- Contractor shall install 8 traffic conflict monitors at each intersection.
- Contractor shall install 7 new flex controllers at each traffic signal to upgrade the existing system.

Town of Firestone | Payroll Monthly Board Report | June 30, 2023

Paycheck Issue Dates: 6/1/2023 - 6/30/2023

Hours/Units/Types Summary

PC	Title	Hours
1-00	Regular Pay	11,479.50
1-06	PD Shift Supervisor	12.00
2-00	Overtime Pay	54.75
3-00	Paid Time Off	1,937.50
4-00	Misc Leave: EIB, FF, ELP	0.00
5-00	Call Outs, Standby	28.00
7-00	HolidayTO, Holidy Wrk	1,073.00
8-10	PD Grant/Contracts	34.00
8-26	PHE - Public Health Emer	16.00
8-30	PD @ Events	0.00
9-01	Comp Time Earned	90.50
9-02	Comp Time Used	278.00
	Grand Totals:	15,003.25

Net Type	Amount
Direct Deposit Net	595,937.05
Net	0.00
3rd Party Pay Net	0.00
	595,937.05

Info Type	Amount
Informational	0.00
Fringe Benefits	1516.98
	1516.98

Pay Code Totals - Employee

PC	Title	Amount
1-01	Regular Pay	737,322.93
1-03	Mayor/Trustee	2,150.00
1-06	PD Shift Supervisor	869.95
2-00	Overtime	2,822.86
3-00	PTO	53,021.92
3-05	PTO Payout	0.00
4-00	Misc Earned Leave	0.00
5-00	Call Outs, Standby	1,056.43
7-01	Holiday Time Off	26,373.32
7-02	Holiday Work SW	6,971.91
7-03	Holiday Work NSW	0.00
8-01	Misc Pay	3,445.10
8-02	Retro Pay	856.12
8-04	Bereavement	1,449.90
8-06	Snow Day	0.00
8-08	Pd Admin Leave	0.00
8-10	PD Grant	2,681.32
8-12	Jury Duty	0.00
8-13	Military Leave	0.00
8-16	Employee Bonus	0.00

PC	Title	Amount
8-26	PHE - Public Health Emergenc	420.00
8-30	PD @ Events	0.00
9-02	Comp Time	8,756.50
19-00	3rd Party Pay	0.00
21-02	Cell Phone Stipend	275.00
30-04	Life Ins > 50k	1,516.98
50-01	FPPA 457	-2,169.18
50-02	FPPA PD Pension	-31,374.96
50-03	FPPA ROTH	-50.00
51-01	PERA	-50,464.52
51-02	PERA+457	-2,224.86
51-03	PERA Life	-108.50
51-05	PERA 401k	-1,174.83
51-07	PERA 457 Roth	-643.88
51-06	PERA 401k Roth	-250.00
52-02	Mission Sq 457b-PreTax	-240.48
52-04	MissionSqu 457b-PostTax	-240.48
60-00	Health Insurance	-13,884.31
61-03	HSA3850 RMR	-1,799.82
61-04	HSA7750 RMR	-15,264.20

PC	Title	Amount
61-10	FSA- Dependent Care	-3,072.10
61-11	FSA- Limited Purpose	-221.50
61-12	FSA - Medical	-3,206.08
64-96	Hospital Idemnity	-956.85
64-97	Critical Illness Insurance	-1,114.64
64-98	Vol/ADD, Sps,Chld LIFE	-2,156.10
64-99	Accident Insurance	-1,302.71
70-01	Misc Deduction	0.00
70-02	Child Support	-837.50
70-03	Garnishment	0.00
70-04	Equipment	-700.20
70-05	Mission Sq Loan Repay	0.00
74-00	Soc Sec	-979.26
75-00	Medicare	-11,877.87
76-00	FWT	-77,143.79
77-00	SWT	-29,177.69
79-00	3rd Party Medicare	0.00
85-00	Net Pay - check	0.00
86-00	Dir Deposit	595,937.05
89-00	3rd Party Net	0.00

Pay Code Totals - Employer

PC	Title	Amount
50-02	FPPA - Polic	24,838.52
51-01	PERA	82,761.70
51-04	PERA AED/SAED	597.70
52-01	Mission Square 401a	0.00
52-02	Mission Sq 457b-PreTax	1,938.46
60-00	Health Insurance	130,637.57

PC	Title	Amount
61-03	HSA3850 RMR	750.00
61-04	HSA7750 RMR	3,100.00
62-00	Dental Insurance	9,371.03
63-00	Vision Insurance	1,681.24
74-00	Social Security	979.26
75-00	Medicare	11,777.87

PC	Title	Amount
91-00	Long Term Disability	2,039.97
92-00	Short Term Disability	2,638.45
93-00	Police Pension	8,569.63
94-00	Basic Life & AD&D	1,645.30
95-01	Employee Asst Plan	788.92
98-00	State Unemployment	1,666.51

Name	Total Paid
Total 1413 CONSULTING:	254.94
Total 4 RIVERS EQUIPMENT, LLC:	567.72
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	241.06
Total ADAMSON POLICE PRODUCTS:	7,871.87
Total AIMS JUNIOR COLLEGE DISTRICT:	390.20
Total AIRGAS INC:	174.62
Total ALAN PLUMMER AND ASSOCIATES, INC:	42,403.95
Total ALENTADO TRAINING CONSULTANTS LLC:	345.00
Total ALERT/SAM:	.00
Total ALERUS (EMP FND/CLAIM REIMB):	394.41
Total AMAZON CAPITAL SERVICES:	4,281.64
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN PUBLIC WORKS ASSOCIATION:	175.01
Total AMERICAN RAMP COMPANY:	152,107.84
Total ARKANSAS VALLEY SEED INC:	317.50
Total ASPHALT SPECIALTIES CO., INC.:	428,641.25
Total ASSOCIATED LANDSCAPE CONTRACTORS OF CO:	280.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total AUTO TRUCK GROUP:	2,417.63
Total B K TIRE, INC:	721.94
Total BAREFOOT RESIDENTIAL LLC:	95.58
Total BEACON COMMUNICATIONS LLC:	79,717.16
Total BINFORD SUPPLY LLC:	12,714.27
Total Black Hills Energy:	2,428.93
Total BLUE TO GOLD LLC:	9,000.00
Total BOHANNAN HUSTON INC:	62,629.80
Total BOWMAN CONSTRUCTION SUPPLY:	531.85
Total BSK ASSOCIATES:	645.00
Total BUCKEY INTERNATIONAL INC:	660.12
Total CAPITAL TITLE-LITTLETON-2:	6.43
Total CARBON VALLEY CHAMBER OF COMMERCE:	2,500.00
Total CARBON VALLEY RECREATION DISTRICT:	168.00
Total CARBON VALLEY RECREATION DISTRICT-FURA:	116,810.15
Total CARROT-TOP INDUSTRIES INC:	598.22
Total CELEGANS LABS INC:	28,194.86
Total CENTRAL COLORADO WATER CONSV DSTR (FURA):	175.69
Total CENTRAL COLORADO WATER SUBDISTRCT (FURA):	260.26
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	230,517.08

Name	Total Paid
Total CENTRAL WELD COUNTY WATER DISTRICT-TAPS:	59,000.00
Total CENTURY LINK:	130.40
Total CERTIFIED LABORATORIES:	369.90
Total CHALLENGE ENTERTAINMENT ENTERPRISES:	625.00
Total CHASE PAYMENTNET:	103,191.55
Total CHECK-IT CODE CONSULTING LLC:	6,500.94
Total CIGNA HEALTH & LIFE INSURANCE CO:	125,889.64
Total CINTAS FIRST AID & SAFETY:	2,025.73
Total CIRSA:	2,673.75
Total CMI, Inc:	57.28
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	395.00
Total COLORADO CIVIL GROUP INC.:	40,722.14
Total COLORADO DEPARTMENT OF AGRICULTURE:	148.00
Total COLORADO DEPARTMENT OF THE TREASURY:	1,385.23
Total COLORADO JUMPS DBA AIRBOUND:	12,509.00
Total COLORADO MATERIALS, INC:	7,355.91
Total COLORADO STATE TREASURER:	4,888.94
Total CONCENTRA MEDICAL CENTERS:	587.00
Total CORE & MAIN LP:	28.43
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	279,824.37
Total DANA KEPNER COMPANY INC.:	52,735.79
Total DBC IRRIGATION SUPPLY:	10,143.33
Total DEFALCO CONSTRUCTION:	299,199.56
Total DELTA DENTAL OF COLORADO, INC:	9,293.91
Total DITESCO LLC:	26,656.65
Total Economic Development Council of CO:	795.00
Total ELLIOTT'S TOWING, LLC:	480.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	5,545.44
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	33,944.61
Total EVERLAST CLIMBING INDUSTRIES INC:	3,316.10
Total FACTORY MOTOR PARTS CO.:	322.49
Total FASTENAL COMPANY:	42.13
Total FERGUSON WATERWORKS #1116:	30.56
Total FIDELITY NATIONAL TITLE - S DENVER:	130.58
Total FILEONQ INC:	516.00
Total FIRELIGHT COMMERCIAL METROPOLITAN DIST:	1,197.81
Total FIRELIGHT RESIDENTIAL METROPOLITAN DIST:	147,592.54
Total FIRST AMERICAN TITLE CO:	18.50
Total FIRST AMERICAN TITLE INSURANCE COMPANY:	16.15

Name	Total Paid
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	.00
Total FIRST ARMORED SERVICES LLC:	2,984.95
Total FIRST INTEGRITY TITLE COMPANY:	23.15
Total FIT FOR YOU LLC:	492.50
Total FLEXX PRODUCTIONS LLC:	1,302.04
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	3,800.00
Total FREDERICK-FIRESTONE FIRE-FURA:	422,896.60
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	1,343.75
Total FRONTIER BUSINESS PRODUCTS:	247.80
Total FUZION FIELD SERVICES LLC:	6,570.97
Total G & G EQUIPMENT INC:	2,279.00
Total GOLF & SPORT SOLUTIONS:	12,966.46
Total GRAINGER:	1,349.64
Total GRAVES CONSULTING LLC:	4,500.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total GREGORY LEO HANSEN:	500.00
Total GROUND SOLUTIONS:	9,680.00
Total H20 POWER EQUIPMENT:	291.04
Total HARDLINE EQUIPMENT LLC:	2,840.60
Total HAYASHI & MACSALKA, LLC:	17,262.00
Total HERITAGE TITLE - TUFTS:	6.79
Total HERITAGE TITLE-FT COLLINS:	42.26
Total High Plains Library District - FURA:	91,860.43
Total HOMESTEAD TITLE & ESCROW - WSTMNSTR:	.00
Total HULK ADDICTS HAULING AND JUNK REMOVAL:	400.00
Total HUSKY SIGNS & GRAPHICS, INC:	2,469.06
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total ICONICS:	1,105.60
Total INTEGRATED WATER SERVICES, INC:	99,886.15
Total INTERNATIONAL ASSOC ARSON INVESTIGATORS:	.00
Total INTERSTATE BATTERY OF THE ROCKIES:	726.75
Total INTERSTATE FORD:	527.11
Total INTERSTATE RENTAL & SALES INC:	136.38
Total J&R ELECTRIC INC:	8,767.00
Total JANE YAMADA:	1,000.00
Total JAX JORDENING:	1,000.00
Total JENN CLEARY MUSIC LLC:	700.00
Total JOHN MCKAY:	1,200.00

Name	Total Paid
Total JONES, STEPHEN:	2,200.00
Total KATHLEEN A. OATIS:	1,250.00
Total KATHRYN SMITH:	960.00
Total KB HOME COLORADO INC:	49.65
Total KENZ & LESLIE DISTRIBUTING CO.:	463.20
Total KG CLEAN INC:	5,500.28
Total KIMBERLY A. MILLER & ASSOCIATES LLC:	5,000.00
Total KING CHEVROLET BUICK GMC:	80.62
Total KINSCO, LLC:	637.89
Total KLEENATAP LLC:	300.00
Total KUNC THE COLORADO SOUND:	1,000.00
Total L G EVERIST INC:	1,185.36
Total LAND TITLE GUARANTEE CO GRWDVL:	500.00
Total LAND TITLE-DENVER-2:	1.42
Total LANGUAGE NEXUS, INC:	220.00
Total LANGUAGELINE SOLUTIONS:	19.68
Total LAST CHANCE DITCH COMPANY:	960.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	33,910.60
Total LENNAR COLORADO:	295.83
Total LEONARD RICE ENGINEERS, INC:	44,406.90
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LIFE SAFETY TECHNOLOGIES LLC:	315.00
Total LITTLE THOMPSON WATER DISTRICT:	524.20
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	10,000.00
Total MAC EQUIPMENT INC LONGMONT:	6,562.42
Total MAIN STREET MAT COMPANY, INC:	931.50
Total MARTIN MARIETTA MATERIALS INC:	2,303.93
Total MAZZELLA DENVER WIRE ROPE:	179.40
Total MCGEE COMPANY:	22.27
Total MISC VENDOR:	88,043.14
Total MOORE IACOFANO GOLTSMAN, INC:	3,268.75
Total MTC EQUIPMENT:	7,091.04
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	13,399.75
Total MUTUAL OF OMAHA INSURANCE CO:	18,699.04
Total NEIGHBORS POINT METRO DISTRICT:	9,660.98
Total NEW IPT INC:	2,775.00
Total NORTHERN COLORADO CONSTRUCTORS, INC:	36,158.91
Total Northern Colorado Water Cons. Dist.-FURA:	27,105.08

Name	Total Paid
Total NP125 Metropolitan District - FURA:	16,551.50
Total ODP BUSINESS SOLUTIONS LLC:	543.61
Total OLSON'S GREENHOUSE OF COLORADO LLC:	3,654.10
Total O'REILLY AUTO PARTS:	965.49
Total PIRTEK NOCO:	283.09
Total POLCO NATIONAL RESEARCH CENTER:	5,000.00
Total PUREWATER DYNAMICS, INC:	837.88
Total QUADIENT LEASING USA INC:	1,000.00
Total QUICK-SET AUTO GLASS:	730.00
Total RAFTELIS FINANCIAL CONSULTANTS INC:	10,228.75
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	108.00
Total RESTITUTION / COURT REFUNDS:	2,344.03
Total RIPTIDE CAR & PET WASH:	1,031.25
Total ROCKY MOUNTAIN RESERVE LLC:	428.15
Total RURAL DITCH COMPANY:	4,020.50
Total SAFELITE FULFILLMENT, INC:	1,028.26
Total SAFETY AND CONSTRUCTION SUPPLY INC:	2,609.61
Total SAFEWAY STORE:	.00
Total SALT LAKE WHOLESALE SPORTS:	779.80
Total SHERWIN WILLIAMS CO.:	118.60
Total SHRED VAULT COLORADO LLC:	180.00
Total SPOT ON SOUND PRODUCTIONS:	4,976.00
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	9,260.94
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	829,449.90
Total ST VRAIN WATER AUTHORITY:	38,727.13
Total ST. VRAIN LAKES METRO DISTRICT #1 - FURA:	145,907.68
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	151,995.57
Total ST. VRAIN LAKES METRO DISTRICT #3 - FURA:	60,228.29
Total ST. VRAIN LAKES METRO DISTRICT #4 - FURA:	2,399.76
Total St. Vrain Sanitation District - FURA:	107,698.69
Total STEVE BALCEROVICH:	1,250.00
Total STEWART TITLE (WSTMN):	400.41
Total Sturgeon Electric Company:	181,372.58
Total TARGET SPECIALTY PRODUCTS:	930.50
Total THE GREENS METRO DISTRICT:	1,506.72
Total THE SPRINGS METROPOLITAN DISTRICT:	291.69
Total THE SPRINGS SOUTH METROPOLITAN DISTRICT:	291.69
Total THE TREE FARM:	3,344.85
Total THOMSON REUTERS-WEST:	456.18

Name	Total Paid
Total Tier One Networking LLC:	16,327.00
Total TLTC DISTRIBUTING LLC:	95.25
Total TRAFFIC SIGNAL CONTROLS, INC:	1,950.00
Total TRANSWEST TRUCK TRAILER RV:	178.26
Total Treetop Products, Inc.:	17,040.16
Total TRIDENT SECURITY SYSTEMS INC:	130.00
Total TRI-TECH FORENSICS INC:	599.00
Total TWOPENNY PRODUCTIONS LLC:	2,025.00
Total UMB BANK, NA:	4,500.00
Total UME CUSTOM EMBROIDERY:	2,969.83
Total UNITED POWER-BRIGHTON:	34,479.69
Total UNITED STATES TREASURY:	522.00
Total UNIVERSITY AUTO PARTS, INC:	2,203.50
Total UTILITY NOTIFICATION CENTER OF COLORADO:	639.84
Total UTILITY REFUNDS -1:	166.86
Total VALLI INFORMATION SYSTEMS:	8,936.26
Total VANCE BROTHERS INC:	11,739.90
Total VELOCITY POWER LLC:	715.00
Total Verizon Connect NWF INC:	226.85
Total VIA MOBILITY SERVICES:	10,080.00
Total VISION SERVICE PLAN - VSP:	3,473.94
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	4,428.50
Total WAGNER EQUIPMENT CO.:	35,038.57
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WATER TECHNOLOGY GROUP:	48,042.45
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	206,558.37
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	1,956.00
Total WELD COUNTY PUBLIC WORKS DEPT:	60,488.84
Total WELD COUNTY SCHOOL DIST RE-1 (FURA):	424.95
Total WELD COUNTY SHERIFFS OFFICE:	60.61
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	169.99
Total WICKHAM TRACTOR CO, Inc:	671.63
Total WOOD BELLY LLC:	2,000.00
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	153.54
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,445.39
Grand Totals:	5,540,701.54

Name	Total Paid
MISC VENDOR	
Total FP CONTRACTING INC:	4,740.00
Total HIGHWAY 119 METRO DIST 1:	28,457.90
Total ION DEVELOPER LLC:	763.09
Total JD PLUMBING CONSTRUCTION INC:	.00
Total K R SWERDFEGER CONSTRUCTION:	25,760.00
Total OLIGARCH DITCH RECLOCATION:	23,109.25
Total SAVAGE CONSTRUCTION:	442.70
Total STAENBERG GROUP INC:	4,770.20
Total SUNRUN INSTALLATION SERVICES:	.00
Grand Totals:	88,043.14

Town of Firestone

Payroll Monthly Board Report

Paycheck Issue Dates: 5/1/2023 - 5/31/2023

May 30, 2023

Hours/Units/Types Summary

PC	Title	Hours
1-00	Regular Pay	12,496.50
1-06	PD Shift Supervisor	14.00
2-00	Overtime Pay	212.50
3-00	Paid Time Off	1,447.14
4-00	Misc Leave: EIB, FF, ELP	0.00
5-00	Call Outs, Standby	26.00
7-00	HolidayTO, Holidy Wrk	323.50
8-10	PD Grant/Contracts	15.00
8-26	PHE - Public Health Emer	0.00
8-30	PD @ Events	12.00
9-01	Comp Time Earned	261.00
9-02	Comp Time Used	106.25
	Grand Totals:	14,913.89

Net Type	Amount
Direct Deposit Net	590,200.31
Net	5,292.42
3rd Party Pay Net	0.00
	595,492.73

Info Type	Amount
Informational	0.00
Fringe Benefits	1492.28
	1492.28

Pay Code Totals - Employee

PC	Title	Amount
1-01	Regular Pay	765,704.86
1-03	Mayor/Trustee	2,150.00
1-06	PD Shift Supervisor	1,014.94
2-00	Overtime	10,631.44
3-00	PTO	33,586.17
3-05	PTO Payout	0.00
4-00	Misc Earned Leave	0.00
5-00	Call Outs, Standby	879.77
7-01	Holiday Time Off	15,520.26
7-02	Holiday Work SW	0.00
7-03	Holiday Work NSW	0.00
8-01	Misc Pay	0.00
8-02	Retro Pay	4,768.43
8-04	Bereavement	2,535.97
8-06	Snow Day	0.00
8-08	Pd Admin Leave	0.00
8-10	PD Grant	1,111.16
8-12	Jury Duty	317.36
8-13	Military Leave	0.00
8-16	Employee Bonus	2,224.44

PC	Title	Amount
8-26	PHE - Public Health Emergenc	0.00
8-30	PD @ Events	567.85
9-02	Comp Time	3,288.49
19-00	3rd Party Pay	0.00
21-02	Cell Phone Stipend	250.00
30-04	Life Ins > 50k	1,492.28
50-01	FPPA 457	-2,177.55
50-02	FPPA PD Pension	-31,420.29
50-03	FPPA ROTH	-50.00
51-01	PERA	-50,327.92
51-02	PERA+457	-849.36
51-03	PERA Life	-108.50
51-05	PERA 401k	-1,144.42
51-07	PERA 457 Roth	-300.00
52-01	Mission Square 401a	0.00
52-02	Mission Sq 457b-PreTax	-240.48
52-04	MissionSqu 457b-PostTax	-240.48
60-00	Health Insurance	-13,634.79
61-03	HSA3850 RMR	-1,799.82
61-04	HSA7750 RMR	-14,641.94

PC	Title	Amount
61-10	FSA- Dependent Care	-2,714.96
61-11	FSA- Limited Purpose	-221.50
61-12	FSA - Medical	-3,031.08
64-96	Hospital Idemnity	-946.94
64-97	Critical Illness Insurance	-1,081.00
64-98	Vol/ADD, Sps,Chld LIFE	-2,124.50
64-99	Accident Insurance	-1,269.94
70-01	Misc Deduction	0.00
70-02	Child Support	-837.50
70-03	Garnishment	0.00
70-04	Equipment	-575.20
70-05	Mission Sq Loan Repay	0.00
74-00	Soc Sec	-979.26
75-00	Medicare	-11,741.23
76-00	FWT	-77,447.45
77-00	SWT	-29,152.30
79-00	3rd Party Medicare	0.00
85-00	Net Pay - check	5,292.42
86-00	Dir Deposit	590,200.31
89-00	3rd Party Net	0.00

Pay Code Totals - Employer

PC	Title	Amount
50-02	FPPA - Polic	24,874.39
51-01	PERA	82,537.64
51-04	PERA AED/SAED	597.70
52-01	Mission Square 401a	0.00
52-02	Mission Sq 457b-PreTax	1,938.46
60-00	Health Insurance	127,229.49

PC	Title	Amount
61-03	HSA3850 RMR	750.00
61-04	HSA7750 RMR	3,100.00
62-00	Dental Insurance	8,982.23
63-00	Vision Insurance	1,633.34
74-00	Social Security	979.26
75-00	Medicare	11,741.23

PC	Title	Amount
91-00	Long Term Disability	1,969.48
92-00	Short Term Disability	2,546.96
93-00	Police Pension	8,576.47
94-00	Basic Life & AD&D	1,584.50
95-01	Employee Asst Plan	762.84
98-00	State Unemployment	1,638.33

Name	Total Paid
Total 4 RIVERS EQUIPMENT, LLC:	1,410.70
Total ACCESS/ADAMS DATA MANAGEMENT, LLC:	946.08
Total ADAMSON POLICE PRODUCTS:	748.45
Total AGFINITY-HENDERSON:	500.00
Total AIRGAS INC:	780.31
Total ALAN PLUMMER AND ASSOCIATES, INC:	130,457.34
Total ALERUS (EMP FND/CLAIM REIMB):	141.27
Total ALERUS (FEE FUND):	133.65
Total AMAZON CAPITAL SERVICES:	4,506.20
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN RAMP COMPANY:	142,232.84
Total ARKANSAS VALLEY SEED INC:	1,403.20
Total Arrakeen Resource LTD CO:	4,440.00
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	3,287.81
Total BAREFOOT RESIDENTIAL LLC:	297.24
Total BINFORD SUPPLY LLC:	1,875.62
Total Black Hills Energy:	4,786.87
Total BLU SKY TOWING:	210.00
Total BOBCAT OF THE ROCKIES:	449.42
Total BOHANNAN HUSTON INC:	2,017.25
Total BOWMAN CONSTRUCTION SUPPLY:	1,094.40
Total BSK ASSOCIATES:	645.00
Total BUCKEY INTERNATIONAL INC:	1,376.42
Total CARBON VALLEY RECREATION DISTRICT:	326.50
Total CARBON VALLEY RECREATION DISTRICT-FURA:	43,837.02
Total CDW LLC:	924.51
Total CELEGANS LABS INC:	24,727.99
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	57,614.02
Total CENTURY LINK:	673.99
Total CHASE PAYMENTNET:	151,896.11
Total CHECK-IT CODE CONSULTING LLC:	9,020.04
Total CHECKR INC:	110.68
Total CIGNA HEALTH & LIFE INSURANCE CO:	98,747.95
Total CINTAS FIRST AID & SAFETY:	619.48
Total CIVIC PLUS, INC:	5,854.58
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	395.00
Total COLORADO CIVIL GROUP INC.:	43,201.75

Name	Total Paid
Total COLORADO JUMPS DBA AIRBOUND:	2,785.00
Total COLORADO MATERIALS, INC:	7,714.02
Total COLORADO PRINT AND APPAREL INC:	832.50
Total CORE & MAIN LP:	2,901.73
Total COTTONWOOD HOLLOW RESIDENTIAL METRO DIST:	822.16
Total CRASH DATA GROUP INC:	1,500.00
Total DANA KEPNER COMPANY INC.:	1,067.24
Total DBC IRRIGATION SUPPLY:	5,195.48
Total DITESCO LLC:	12,102.05
Total ELLIOTT'S TOWING, LLC:	910.00
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	2,577.47
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	33,047.78
Total FASTENAL COMPANY:	8.14
Total FIRST AMERICAN TITLE CO:	442.25
Total FIRST INTEGRITY TITLE COMPANY:	.00
Total FIT FOR YOU LLC:	347.50
Total FRANCE PUBLICATIONS, INC:	850.00
Total FRED DIEHL CONSULTING:	4,400.00
Total FREDERICK-FIRESTONE FIRE-FURA:	166,654.02
Total FRESHWORKS INC & SUBSIDIARIES:	1,896.05
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	424.25
Total FRONTIER BUSINESS PRODUCTS:	46.03
Total FRONTIER COMPUTER CORP.:	10,312.56
Total FUZION FIELD SERVICES LLC:	13,611.10
Total GRAINGER:	3,284.75
Total GREEN GIRL RECYCLING SERVICES:	183.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	150.00
Total HARDLINE EQUIPMENT LLC:	675.35
Total HAYASHI & MACSALKA, LLC:	14,078.50
Total HAYNIE & COMPANY:	20,000.00
Total High Plains Library District - FURA:	37,457.81
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total INTERMOUNTAIN SALES OF DENVER, INC.:	270.00
Total J & A TRAFFIC PRODUCTS LLC:	7,125.00
Total JONES, STEPHEN:	1,100.00
Total KATHLEEN A. OATIS:	1,250.00
Total KATHRYN SMITH:	480.00
Total KG CLEAN INC:	16,455.69
Total KINSCO, LLC:	516.50

Name	Total Paid
Total L&W ASSOCIATES LLC:	2,895.00
Total L. L. JOHNSON DISTRIBUTING CO.:	1,495.65
Total LAND TITLE-DENVER-2:	37.99
Total LANGUAGE NEXUS, INC:	220.00
Total LANGUAGELINE SOLUTIONS:	61.05
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	23,585.33
Total LEA PARK & PLAY INC:	1,374.00
Total LENNAR COLORADO:	247.96
Total LEONARD RICE ENGINEERS, INC:	34,734.23
Total LEXISNEXIS RISK SOLUTIONS:	805.00
Total LIFE STORIES:	250.00
Total LITTLE THOMPSON WATER DISTRICT:	154.33
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	10,000.00
Total MAC EQUIPMENT INC LONGMONT:	2,576.89
Total MAIN STREET MAT COMPANY, INC:	621.00
Total MCCI, LLC:	9,534.38
Total MCGRANE WATER ENGINEERING, LLC:	1,988.75
Total MILE HIGH SHOOTING ACCESSORIES LLC:	790.49
Total MISC VENDOR:	3,020.30
Total MOORE IACOFANO GOLTSMAN, INC:	8,800.00
Total MORGAN STANLEY SMITH BARNEY LLC:	5,647.61
Total MUTUAL OF OMAHA INSURANCE CO:	.00
Total NEIGHBORS POINT METRO DISTRICT:	64,543.45
Total NEW COAL RIDGE DITCH COMPANY:	19,880.00
Total NEW IPT INC:	9,786.75
Total NORTHERN COLORADO CONSTRUCTORS, INC:	4,200.00
Total Northern Colorado Water Cons. Dist.-FURA:	10,578.58
Total NP125 Metropolitan District - FURA:	54,106.58
Total ODP BUSINESS SOLUTIONS LLC:	281.12
Total OLDCASTLE INFRASTRUCTURE:	2,745.00
Total ONLINE SOLUTIONS LLC:	31,500.00
Total O'REILLY AUTO PARTS:	1,971.17
Total PAVEMENT REPAIR & SUPPLIES INC:	2,994.00
Total PERFORMANCE EQUIPMENT SERVICE:	3,366.00
Total POLCO NATIONAL RESEARCH CENTER:	36,650.00
Total PORTABLE RESTROOM SOLUTIONS:	5,425.00
Total POWER SERVICE INC:	115,323.75
Total PRAIRIE MOUNTAIN PUBLISHING:	60.90

Name	Total Paid
Total PSYCHOLOGICAL DIMENSIONS, LLC:	400.00
Total PUREWATER DYNAMICS, INC:	564.52
Total QUICK-SET AUTO GLASS:	75.00
Total RAFTELIS FINANCIAL CONSULTANTS INC:	1,320.00
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	125.36
Total RAPTOR MATERIALS LLC:	914.50
Total RESOURCE CENTRAL:	3,100.00
Total RESTITUTION / COURT REFUNDS:	450.00
Total RHOMAR INDUSTRIES INC:	850.62
Total RHYIA LOPEZ:	1,000.00
Total RIPTIDE CAR & PET WASH:	1,049.50
Total ROCKY MOUNTAIN RESERVE LLC:	824.50
Total SAFETY AND CONSTRUCTION SUPPLY INC:	1,232.08
Total SALT LAKE WHOLESALE SPORTS:	3,899.00
Total SHERWIN WILLIAMS CO.:	165.68
Total SHRED VAULT COLORADO LLC:	45.00
Total SNU OPERATIONS LLC:	475.00
Total ST VRAIN & LEFT HAND WATER CONSERVANCY:	9,132.05
Total ST VRAIN VALLEY SCHOOL DIST RE-1J:	326,501.49
Total ST VRAIN WATER AUTHORITY:	38,727.13
Total ST. VRAIN LAKES METRO DISTRICT #2 - FURA:	478,395.39
Total St. Vrain Sanitation District - FURA:	53,639.39
Total STANTEC CONSULTING SERVICES INC:	2,805.75
Total STEVE BALCEROVICH:	1,250.00
Total SUNBELT RENTALS INC:	318.07
Total TARGET SPECIALTY PRODUCTS:	15,262.90
Total THE GREENS METRO DISTRICT:	7,492.21
Total TIMBER LINE ELECTRIC & CONTROL CORP:	29,216.00
Total TLTC DISTRIBUTING LLC:	310.75
Total TRANSWEST TRUCK TRAILER RV:	123.98
Total TRI STATE OIL RECLAIMERS, INC:	100.00
Total UC HEALTH, INC:	1,123.01
Total UME CUSTOM EMBROIDERY:	1,689.34
Total UNIVERSITY AUTO PARTS, INC:	2,212.93
Total UTILITY NOTIFICATION CENTER OF COLORADO:	445.05
Total UTILITY REFUNDS -1:	468.68
Total VALLI INFORMATION SYSTEMS:	2,991.18
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,507.60
Total Verizon Connect NWF INC:	226.85

Name	Total Paid
Total VIA MOBILITY SERVICES:	5,520.00
Total VISION SERVICE PLAN - VSP:	1,638.38
Total WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ:	11,056.43
Total WAGNER WELDING SUPPLY CO.:	8.40
Total WEAR PARTS & EQUIP CO. INC:	843.93
Total WELD COUNTY ACCOUNTING DEPT.-FURA:	81,400.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	676.00
Total WELD COUNTY PUBLIC WORKS DEPT:	267,336.00
Total WELD COUNTY REGIONAL COMMUNICATIONS CNTR:	5,815.18
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WFG NATIONAL TITLE (WSTMR):	21.42
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	1,204.89
Total WICKHAM TRACTOR CO, Inc:	2,112.91
Total WORKWELL OCCUPATIONAL MEDICINE LLC:	402.89
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	2,289.33
Grand Totals:	2,973,026.42

Name	Total Paid
MISC VENDOR	
Total A&W WATER SERVICE:	1,500.00
Total AMAZING GATES OF COLORADO:	1,520.30
Grand Totals:	3,020.30

AGENDA INFORMATION MEMORANDUM

FIRESTONE
TOWN BOARD OF TRUSTEES

AIM#: 12.a

Executive Session

Meeting Date: July 12, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

An executive session with the Town's Water Counsel pursuant to C.R.S. 24-6-402 (4)(b) for the purposes of receiving legal advice on specific legal questions and C.R.S. 24-6-402 (4)(e)(I) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators regarding the Town's pending case before the Water Court Division 1.

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None