TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

April 9, 2025
6:00 PM

9900 Park Avenue, Firestone, CO 80504

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

PRE-MEETING WORK SESSION 5:30 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 6:00 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 March 26, 2025 Board of Trustees Regular Meeting Minutes
   - **b.** **Resolution 25-43:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A GAS PIPELINE EASEMENT TO WES DJ GATHERING, LLC
6. **Presentation**
   - **a.** Fair Housing Month Proclamation
7. **Discussion/Action**
   - **a.** **Resolution 25-44:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF LONGMONT, TOWN OF MEAD AND WELD COUNTY, COLORADO FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE TRAIL

* 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.

b. **Resolution 25-45:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

c. **Resolution 25-42:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE COLORADO DEPARTMENT OF TRANSPORTATION PERTAINING TO BUS FACILITY MAINTENANCE AND OPERATIONS AT THE TOWN OF FIRESTONE MOBILITY HUB

d. **Resolution 25-41**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PRI MANAGEMENT GROUP FOR AN OPERATIONAL ASSESSMENT OF POLICE RECORDS.

e. **Resolution 25-46**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A RENEWAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CIVICPLUS LLC PERTAINING TO VARIOUS SOFTWARE SOLUTIONS FOR LOCAL GOVERNMENT

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

9. Reports

a. Staff

b. Mayor

c. Trustees

10. 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.

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AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** April 9, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Approval of March 26, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS
1. March 26, 2025 Board of Trustees Meeting Minutes

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
March 26, 2025

1. Call to Order & Roll Call

The Town of Firestone met for a Regular Meeting on March 26, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 PM.

The following were present upon the call of the roll:

Mayor:	Don Conyac, Jr.
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Linda J. Haney- **Excused**
	Ray Byrd
	Matt Holcomb
	Lorna Morton
	Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to Approve the Agenda. All in Favor, **Motion carried**.

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

There was no one present who wished to provide public comment.

5. Consent Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve the Consent Agenda
Roll Call Vote:

Yes:	Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No:	None
Abstain:	None

Motion carried.

a. Approval of March 12, 2025 Board of Trustees Regular Meeting Minutes

b. Approval of March 19, 2025 Board of Trustees Special Meeting Minutes

c. **Resolution 25-34:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING WATER TECHNOLOGY GROUP (A COGENT COMPANY) WORK ORDER 2025-01 FOR THE ST VRAIN WATER TREATMENT PLANT PUMP STATION PUMP 3 REPAIR

d. **Resolution 25-37:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A REIMBURSEMENT OF EXPENSES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE LAST CHANCE DITCH COMPANY

e. **Resolution 25-38**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AUTHORIZATION FOR CHANGE OF WATER RIGHTS WITH 610 S. Main LLC.

f. **Resolution 25-40:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A UTILITY EASEMENT TO MERITAGE HOMES OF COLORADO, INC., PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

6. Discussion/Action

a. **Resolution 25-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES FOR ELIGIBLE RESIDENTS OF THE TOWN AND THE CITY OF DACONO

Motion by Trustee Doherty, **second** by Trustee Morton, to Approve **Resolution 25-35:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND VIA MOBILITY SERVICES FOR TRANSPORTATION SERVICES

FOR ELIGIBLE RESIDENTS OF THE TOWN AND THE CITY OF DACONO

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried.

b. **Resolution 25-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AND THE CITY OF DACONO APPROVING A REIMBURSEMENT AGREEMENT REGARDING VIA MOBILITY SERVICES

Motion by Trustee Doherty, **second** by Trustee Byrd, to Approve **Resolution 25-36:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AND THE CITY OF DACONO APPROVING A REIMBURSEMENT AGREEMENT REGARDING VIA MOBILITY SERVICES

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried.

c. **Ordinance 1061:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN OF FIRESTONE, COLORADO; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Amend **Ordinance 1061:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN OF FIRESTONE, COLORADO; AND DECLARING AN EMERGENCY WITH RESPECT THERETO, to remove "declaring an emergency with respect thereto," from the ordinance.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried.

Motion by Trustee Doherty, **second** by Mayor Pro Tem Jimenez, to approve as amended **Ordinance 1061:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES OWNED BY THE TOWN OF FIRESTONE, COLORADO; AND

DECLARING AN EMERGENCY WITH RESPECT THERETO
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty
No: Trustee Holcomb
Abstain: None
Motion carried.

d. **Ordinance 1062:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to amend **Ordinance 1062:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO, to remove "declaring an emergency with respect thereto."
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to amend **Ordinance 1062:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO, to amend and replace the May 27, 2025 election date to July 1, 2025.
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve as amended **Ordinance 1062:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF

THE TOWN OF, FIRESTONE, COLORADO, CALLING A SPECIAL ELECTION ON MAY 27, 2025, AND SUBMITTING TO THE QUALIFIED ELECTORS WITHIN THE BOUNDARIES OF THE PROPOSED FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF FIRESTONE THE QUESTION OF CREATING THE FIRESTONE DOWNTOWN DEVELOPMENT AUTHORITY; AND DECLARING AN EMERGENCY WITH RESPECT THERETO

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty

No: Trustee Holcomb

Abstain: None

Motion carried.

e. **Resolution 25-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING TOWN ATTORNEY

Motion by Trustee Byrd, **second** by Trustee Morton, to Approve **Resolution 25-39:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPOINTING TOWN ATTORNEY

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None

Abstain: None

Motion carried.

f. Central Park Working Group Discussion

A nomination by Trustee Morton to appoint Mayor Pro Tem Jimenez to the Central Park board working group. All in Favor, Motion carried.

A nomination by Trustee Doherty to appoint Trustee Morton to the Central Park board working group. All in Favor, Motion carried.

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

There was no one present that wished to provide public comment.

8. Reports

a. Staff

8.a.i. 4th Quarter Financials (Unaudited)

8.a.ii. February Financial Report

b. Mayor

c. Trustees

9. Executive Session

a. An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the quarterly evaluation of the Town Manager

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Doherty, to go into an executive session pursuant to C.R.S. 24-6-402(4)(f)(I) for a personnel matter regarding the quarterly evaluation of the Town Manager.
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

10. Adjournment

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve Adjournment. All in Favor, **Motion carried**.

Introduced and Approved the __________Day of _________, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

____
Don Conyac, Jr., Mayor

____
Miriam Granados Luna, CMC,
Town Clerk

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE COLORADO

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AIM No.: 5.b

Consent Agenda

Meeting Date: April 9, 2025

Initiated By: Todd Bjerkaas

Department: Planning & Development

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AGENDA ITEM

Resolution 25-43: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A GAS PIPELINE EASEMENT TO WES DJ GATHERING, LLC

RECOMMENDATION

Town Staff recommends approval of Resolution 25-43 granting a gas pipeline easement to WES DJ Gathering, LLC, in Denmore Filing No. 1.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-43.
Approval with Conditions: The Board moves to approve Resolution 25-43, listing the Board's conditions.
Denial: The Board moves to deny Resolution 25-43.
No Action: The Board provides staff with specific instructions to modify Resolution 25-43 and return at a future date.

SUMMARY

Approval of the resolution will grant an easement of approximately 0.856 acres to WES DJ Gathering, LLC for the relocation of an existing gas pipeline within the Denmore Subdivision development.

As a part of the Denmore Subdivision development, Tri-Pointe homes coordinated with WES DJ Gathering, LLC for the relocation of the existing gas pipeline running diagonally through the property to the western and southern edges of the development. The establishment of a new easement for the pipeline did not occur prior to recordation of the Denmore Filing 1 Plat. As a result, certain tracts of land in which the relocated pipeline is located were dedicated to the Town. In order to establish the necessary easement, WES DJ Gathering, LLC is entering into an easement agreement with the Town of Firestone.

FINANCIAL CONSIDERATIONS

N/A

HISTORY AND PREVIOUS BOARD ACTION

The Denmore Filing No. 1 Final Plat was approved by the Board of Trustees on May 24, 2023 and recorded in the Weld County Clerk and Recorder's office on October 30, 2023.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Resolution 25-43 Denmore F1 Gas Pipeline Easement Grant
2. Denmore F1 Gas Pipeline Easement Grant

RESOLUTION NO. 25-43

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, GRANTING A GAS PIPELINE EASEMENT TO WES DJ GATHERING, LLC

WHEREAS, the Town of Firestone owns certain real property legally described as Tracts J, O, and P, Denmore Filing No. 1, Town of Firestone, County of Weld, State of Colorado ("Property"); and

WHEREAS, WES DJ Gathering, LLC ("Western") will require and is requesting from the Town an easement across approximately 0.865 acres of the Property to construct, operate and maintain one underground pipeline and related underground appurtenances ("Improvements"); and

WHEREAS, Town Staff recommends the Town accommodate Western's request and grant to it an easement, pursuant to the terms and conditions of a Gas Pipeline Easement and Agreement, attached as **Exhibit A**, and more particularly described and depicted in the attachment to **Exhibit A**, to correspond with the location of the Improvements; and

WHEREAS, the Board of Trustees finds and determines that the Improvements will not interfere with the current and future uses of the Property, and that granting an easement that would result in construction and operation of the Improvements promotes the health, safety and welfare of the community.

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

Section 1. The Board of Trustees of the Town of Firestone hereby grants a permanent, non-exclusive gas pipeline easement over, under and across approximately 0.8652 acres, more or less, of the Property, as described and depicted in **Exhibit A**, attached hereto and made a part of this resolution, with the Mayor being authorized to execute and acknowledge the grant of the easement on behalf of the Town.

Section 2. The Board of Trustees of the Town of Firestone hereby authorizes and approves the Gas Pipeline Easement Agreement between the Town and WES DJ Gathering, LLC, in substantially the same form as the copy attached hereto as **Exhibit A** and made a part of this resolution, and the Mayor is authorized to execute the agreement on behalf of the Town.

PASSED AND ADOPTED this 9th day of April, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

GAS PIPELINE EASEMENT AND AGREEMENT

This **GAS PIPELINE EASEMENT AND AGREEMENT** ("Agreement") is made and entered into this ____day of ___________, 2025, by and between the TOWN OF FIRESTONE, COLORADO, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose address is 9950 Park Avenue., Firestone, Colorado, 80504 ("Firestone" or "Grantor") and WES DJ GATHERING, LLC, a Colorado limited liability company ("Grantee"), whose address is 9950 Woodloch Forest Drive, Suite 2800, The Woodlands, Texas, 77380.

1. Grantor's Property. Firestone is the owner of that certain parcel of real property (the "Property") located in Weld County, Colorado, legally described as Tracts J, O, and P, Denmore Filing No. 1, as recorded in the Weld County Clerk and Recorder's Office at Reception No. 4928429.

2. Grant of Easement –Consideration. Firestone grants to Grantee a perpetual, non-exclusive easement (the "Easement") thirty (30) feet in width over, under, in and across that portion of the Property as more fully described in **Exhibit A**, attached to and made a part of this Agreement (the "Easement Area"), subject to the terms and conditions set forth below.

3. Purpose and Uses of Easement. Grantee may use the Easement:

A. To construct, install, access, operate, use, maintain, repair, and inspect, at any time and from time to time, one underground pipeline and all underground appurtenances related thereto reasonably necessary for the conveyance and transmission of oil, gas, petroleum products, or water (the "Improvements") upon, across, over, under through and within the Easement Area;

B. To reconstruct, replace, and remove at any time and from time to time the Improvements constructed hereunder in the original location within the Easement Area, generally consistent with the intended purposes of the Easement; and

C. To mark the location of the Easement Area and Improvements by suitable markers set and maintained in the ground. Except for surface markers, all Improvements installed pursuant to this Easement shall be located entirely underground.

D. Except for the Improvements, Grantee shall not place, build, erect, or add any structures, other pipelines, facilities, improvements or other items on, under, over, or across the Easement Area or the Property. Nothing herein shall be construed to permit any overhead utilities or any surface facilities or equipment associated with any utilities other than underground electric within the Easement Area.

4. Access. Grantee shall only use the existing roads on the Property for ingress and egress to the Easement Area. Notwithstanding any provision to the contrary, for any use outside of routine maintenance and an emergency, access points, staging areas, and access routes to the Easement Area over the Property shall be as established in a separate agreement.

5. Grantor's Rights in Easement Area.

A. Firestone reserves the right to use the Easement Area for any purposes that will not impair, endanger or unreasonably interfere with any of the Improvements or with Grantee's full enjoyment of the rights hereby granted.

B. Firestone shall not increase the surface elevation of the Easement Area by more than two (2) feet nor decrease the surface elevation of the Easement Area by more than one (1) foot without Grantee's prior written permission, which shall not be unreasonably withheld or delayed.

C. Firestone may only construct, install, or erect or cause to be constructed, installed, or erected, fencing, shallow root landscaping and irrigation lines within five feet of either side of the centerline of any underground pipelines ("No-Install Zone") unless it has first obtained Grantee's written consent. Grantee shall have the right to cut, mow, or otherwise remove any such fencing, landscaping, or irrigation lines placed or installed within the No-Install Zone without its prior written consent. Grantee shall in no event be liable for any damages to any fencing, landscaping, or irrigation lines installed or located within the No-Install Zone caused by the exercise of Grantee's rights hereunder, unless otherwise agreed to by the Parties.

D. Firestone shall not erect or cause to be erected any permanent buildings or structures or any reservoir or impoundment, nor shall it drill or operate any well, within the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld.

6. Construction.

A. From time to time after the initial construction and installation of the Improvements, Grantee may only use the Easement Area during construction activities for the purposes of the Easement set forth herein.

B. Grantee shall provide Firestone a complete set of "As-Built Plans" for the Improvements, in paper and electronic format, within thirty days following construction and installation of the Improvements. As-Builts shall show the location of the Improvements with a reference distance to an existing section monument. The plan view shall also show existing surface features and known utilities within ten (10) feet of the Easement Area, as well as any valves, fittings, or other appurtenances on the gas pipeline and within the Easement Area.

C. Grantee shall ensure that construction of the Improvements shall be undertaken by a licensed contractor, and shall cause all work to be performed by such contractor to be in accordance with all applicable statutes, ordinances, rules, regulations and permitting requirements.

7. Monumentation and Marking. Grantee shall place and maintain permanent, above-grade monumentation and marking at all locations where the Improvements enter upon the boundaries of the Easement Area, at changes of direction, and enter upon the boundaries of road right-of-way, as approved by the Town Engineer. Markers shall include phone numbers to call for line locates and 24-hour emergency repair. Grantee shall install tracer wire no more than 18" above and along the entire length of the Improvements.

8. Operation and Maintenance; Restoration.

A. Grantee shall be solely responsible for the maintenance and replacement of the Improvements now or hereafter constructed and located within the Easement Area.

B. Grantee shall, and shall cause its representatives to, comply with all applicable laws, as well as any applicable site safety rules of the ECMC, when conducting or performing any activities or operations upon the Easement Area.

C. Upon completion of any construction work in the Easement Area, Grantee will maintain the surface of the Easement area in compliance with any applicable weed, nuisance or other legal requirements.

D. Upon completing any work in the Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the surface of the Easement Area to a condition comparable to its condition prior to Grantee's activities in the Easement Area, including but not limited to, the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to Firestone, correction of any subsidence, and restoration of any other pre-existing improvements or conditions impacted by Grantee's activities.

E. Grantee shall sufficiently compact any soil on the Easement Area that has settled excessively because of Grantee's activities and operation, to the extent necessary to return the soil to its condition immediately prior to such disturbance.

F. If any portion of the Property suffers injury or damage caused by Grantee's activities and operations, Grantee, at its own expense, shall promptly repair all such damage and shall restore the Property to the same condition as before such damage.

G. Where required by environmental law or ordered by any other governmental authority, Grantee shall promptly perform, implement and complete, at its own cost and expense, any remediation activity on the Property to clean up, detoxify, decontaminate, treat, contain, prevent, cure, mitigate or otherwise remedy any contamination or release of any hazardous substance or to comply with any environmental law. Grantee shall be solely responsible, at its own expense, for the proper cleanup, removal and/or remedy of any release of any hazardous substance in accordance with applicable environmental law caused by Grantee's activities and operations. Grantee shall maintain any financial assurances and pay any oversight fees and costs required or otherwise imposed by any governmental authority with respect to any and all remediation activity conducted on the Property.

H. Grantee shall immediately notify Firestone upon learning of any release of a hazardous substance at the Property that results from or is related to Grantee's or its representatives' access to and/or use of the Easement (including any remediation activity) and shall promptly provide Firestone copies of any notices, reports, documents or other communications to or from any governmental authority concerning any such release. Such notification shall be made verbally within twenty-four (24) hours, and in writing within seventy-two (72) hours, of Grantee's knowledge of any such release.

9. Depth of Cover. Unless a greater depth is required by applicable law, Grantee shall initially bury all underground Improvements within the Easement Area at a minimum depth of four (4) feet below the surface of the ground.

10. Liability and Responsibility.

A. Firestone shall have no obligation to contribute to the costs or expenses of initial construction or installation of the Improvements.

B. Except for any negligent or willful act or omission, Firestone shall not be responsible or held liable for any damages to the Improvements resulting from any work conducted by Firestone on the Property or in connection with performing authorized emergency repairs and maintenance of any existing improvements on the Property.

C. Firestone shall not be liable to Grantee or its respective employees, agents, contractors, and invitees, or to any other person, for any death or injury to persons or damage to property, including damage to the environment under applicable federal, state and local statutes, on or about the Easement Area when caused by Grantee or its respective employees, agents, contractors, or invitees use and occupation thereof and activities and operations.

D. Grantee, for itself and on behalf of its representatives, subsidiaries and affiliates, does hereby release, hold harmless and forever discharge Firestone from any and all actual, threatened or potential claims of any kind or character, whether known or unknown, relating in any way to the contamination of the Property caused by the exercise of Grantee's rights hereunder or arising from Grantee performing any remediation activities on the Property with respect to any contamination, including any claims for contribution for such remediation activities pursuant to any environmental law.

E. Nothing in this Easement Agreement shall be construed to be a waiver of the limitations on liability which are provided to Firestone under any provision of law or the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as currently enacted or subsequently amended ("CGIA").

11. Indemnification.

A. Grantee shall indemnify, defend and hold Firestone harmless from and against any and all costs, losses, taxes, liabilities, damages, lawsuits, deficiencies, claims, demands, and reasonable expenses, including without limitation interest, fines, penalties, judgments, settlements, costs of mitigation, lost profits and other losses resulting from any shutdown or curtailment of operations, damages to the environment or natural resources or any real or personal property, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, caused by: (i) the exercise of Grantee's rights hereunder by Grantee or its respective employees, agents, contractors buyers, or invitees; (ii) any contamination of the Property or any releases of a hazardous substance at the Property that results from or is related to Grantee's or its representatives' use of the Easement; (iii) a breach of, or failure to perform or comply with, any covenant or promise of Grantee contained in this Easement; or (iv) any remediation activity conducted on the Property by Grantee or its representatives pursuant to this Agreement, including any damage or injury to persons or property. Except Grantee's indemnity obligation shall not apply to any negligent acts or the willful misconduct of Grantor or its representatives.

B. Without waiving any right to indemnification, upon failure of Grantee to perform any remediation activity required under environmental law and/or the directives of any governmental authority with respect to any contamination at the Property, Firestone reserves the right to perform any remediation activity that it reasonably deems necessary (i) to comply with environmental law and the directives of any governmental authority, (ii) to prevent or remedy an imminent and substantial risk to human health and the environment or (iii) where the failure to perform such remediation activity will substantially interfere with the function or operation of any Firestone-owned improvements at the Property, and in each case to require Grantee to pay the full cost thereof to Firestone. Firestone shall give Grantee ten (10) business days prior written notice of Firestone's intention to take any remediation activity under this Section 10(B) in order to allow Grantee to cure such deficiency, provided, however, that such prior notice shall not be required if the remediation activity is necessary to prevent or remedy an imminent and substantial risk to human health and the environment, in which case Firestone shall provide notice to Grantee of such remediation activities as soon as reasonably practicable.

12. Termination. This Easement is perpetual and shall only terminate: (a) upon Grantee filing for bankruptcy protection or reorganization, or after an involuntary petition is filed against Grantee under any bankruptcy or insolvency law; or (b) upon Grantee's abandonment of the Improvements and its full use and enjoyment of the easement rights appurtenant thereto. Abandonment shall be deemed to have occurred if the Improvements have not been in use for a consecutive twenty-four (24) months. Grantee shall provide written notice to Firestone of Grantee's abandonment of the Improvements. Upon providing written notice of abandonment, Grantee shall, within a reasonable time, remove the Improvements and restore all portions of the Easement Area impacted by Grantee's activities. In the event any portions of such abandoned Improvements conflict with structures, utilities, roads, or rights-of-way, Grantee shall coordinate with Firestone on the appropriateness of abandoning in place only those portions of Improvements, together with capping and structurally filling such portions and restoring the surface of Easement Area disturbed by such activities as required by Firestone. Firestone shall issue its written acceptance of all Improvements to be abandoned in place as expeditiously as reasonably possible. Grantee shall notify the Town after completing all cutting, cleaning, removal, and potential structural filling of such portions of the Improvements that have been approved by the Town to be abandoned in place.

13. Binding Effect - Runs With Land. This Agreement shall extend to and be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, including without limitation, all subsequent owners of the Property, and all persons claiming under them. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Easement Area and are to run with the land.

14. Notices. Any notice, request, consent, offer or demand required or permitted to be given in this Agreement, shall be in writing and be sufficiently given if delivered in person or sent by mail or email, addressed to the party to whom such notice is intended to be given at the address set forth below:

Town of Firestone
Matthew Wiederspahn, Town Engineer
9950 Park Avenue
Firestone, CO, 80504
303-531-6254
MWiederspahn@FirestoneCO.gov

WES DJ Gathering LLC
Jayson VanShura, Land Manager
10188 E I-25 Frontage Road
Longmont, CO 80504
303-357-7790
Jayson.VanShura@westernmidstream.com

15. Governing Law; Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any actions arising from this Agreement and any amendments hereto shall rest exclusively in Weld County, Colorado.

16. Amendment; Waiver: No provision of this Agreement may be amended, waived or otherwise modified without, except by a writing executed by both Parties. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

17. Authority. Firestone warrants that it has full right and lawful authority to convey the real property interests contained in the Easement granted above. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and to bind itself, its respective successors and assigns, and that no other contract or agreement to which it is a party prevents it from executing this Agreement or concluding the transactions described herein.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

19. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Easement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Gas Pipeline Easement and Agreement, effective as of the date first set forth above.

SIGNATURE PAGES FOLLOW

GRANTOR:

THE TOWN OF FIRESTONE, COLORADO, a Colorado municipality

By: ______________________________
Don Conyac, Jr., Mayor

Date: ____________________________

ATTEST:

____
[INSERT NAME], Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

ACCEPTED BY GRANTEE:

WES DJ GATHERING LLC, a Colorado limited liability company

____
By: Jayson L. VanShura
Title: Agent and Attorney-in-Fact

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 1st day of April, 2025 by Jayson L. VanShura in his capacity as Agent and Attorney-in-Fact of WES DJ Gathering, LLC, a Colorado Limited Liability Company on behalf of such company.

WITNESS my hand and official seal.

My commission expires: 7-19-2028

PAUL GERRISH
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20244027104
MY COMMISSION EXPIRES JUL 19, 2028

Paul Gerrish
Notary Public

Manhard CONSULTING

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF TRACTS J, O, AND P, DENMORE FILING NO. 1 AS RECORDED AT RECETPION NO. 4928429 OF THE WELD COUNTY RECORDS OFFICE, LOCATED IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 6 IS ASSUMED TO BEAR SOUTH 88°48'45" EAST AND BEING MONUMENTED ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 31169" IN MONUMENT BOX AND ON THE EAST BY A 3" BRASS CAP STAMPING ILLEGIBLE IN MONUMENT BOX AS SHOWN ON SAID PLAT OF DENMORE FILING NO. 1.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 19°08'30" EAST, 63.07 FEET TO SOUTHERLY LINE OF SAID TRACT P, AND THE **POINT OF BEGINNING;**

THENCE NORTH 88°48'45" WEST, 34.13 FEET ALONG SAID SOUTHERLY LINE;

THENCE NORTH 29°40'23" EAST, 1213.90 FEET;

THENCE NORTH 60°22'34" EAST, 20.44 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT D;

THENCE NORTH 29°40'27" EAST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE;

THENCE SOUTH 60°22'34" EAST, A DISTANCE OF 50.44 FEET;

THENCE SOUTH 29°40'23" EAST, 1227.65 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 37,686 SQUARE FEET OR 0.8652 ACRES, MORE OR LESS.

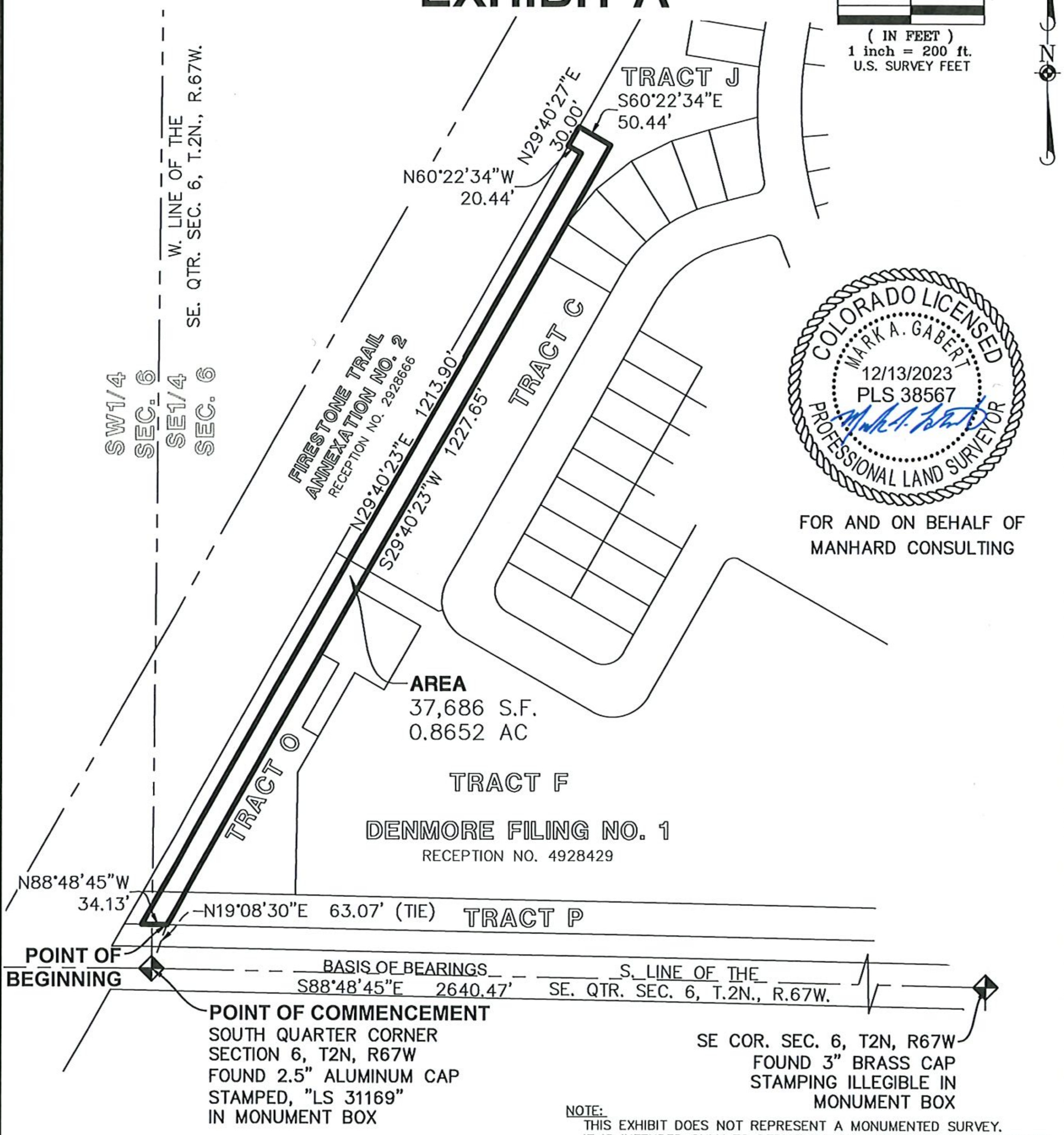
UNIT OF MEASURE IS U.S. SURVEY FEET.

I, MARK A. GABERT, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND REVIEW.

COLORADO LICENSED
MARK A. GABERT
12/13/2023
PLS 38567
PROFESSIONAL LAND SURVEYOR

MARK A. GABERT, P.L.S. 38567
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

EXHIBIT A



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

Manhard CONSULTING LTD
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

EXHIBIT A	
PARCEL 1	
TOWN OF FIRESTONE, WELD COUNTY, COLORADO	
PROJ. MGR.: MAG	SHEET
DRAWN BY: MKW	2 OF 2
DATE: 12/13/23	
SCALE: 1" = 200'	TPH.FSCO01.00

12/13/2023 2:22 PM Dwg Name: P:\Tphfsco01\dwg\Surv\Final Drawings\Exhibits Surv\Tphfsco01 30' Pipeline Easement.dwg Updated By: MWood

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.a **Discussion/Action** **Meeting Date:** April 9, 2025 **Initiated By:** Matt Thompson **Department:** Planning & Development

AGENDA ITEM

Resolution 25-44: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF LONGMONT, TOWN OF MEAD AND WELD COUNTY, COLORADO FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE TRAIL

RECOMMENDATION

Staff recommends that the Board of Trustees approve Resolution 25-44.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve Resolution 25-44.
Approval with Conditions: The Board moves to approve Resolution 25-44, listing the Board's conditions.
Denial: The Board moves to deny Resolution 25-44.
No Action: The Board provides staff with specific instructions to modify Resolution 25-44 and return at a future date.

SUMMARY

Approval of Resolution 25-44 approves an intergovernmental agreement between Firestone, Longmont, Mead, and Weld County, for the design and construction of a multipurpose trail along Weld County Road (WCR) 26 and WCR 7 between Union Reservoir, Mead High School, and St. Vrain State Park.

In 2022, Firestone, along with the other Parties, committed $25,000 each to Weld County's Air Quality/Multimodal project application to the Denver Regional Council of Governments. The project received $900,000 in federal funding to design the multipurpose trail. The agreement defines the roles and responsibilities of each of the Parties regarding the completion of the Project through an intergovernmental agreement.

FINANCIAL CONSIDERATIONS

The IGA includes a contribution of $25,000 from each municipality including Firestone, Mead, and Longmont to Weld County as a proportional share of the Project Design.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS

1. Reso 25-44 WCR 26 Trail IGA
2. WCR 26 Trail IGA
3. WCR 26 Trail map

RESOLUTION NO. 25-44

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CITY OF LONGMONT, TOWN OF MEAD AND WELD COUNTY, COLORADO FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE TRAIL

WHEREAS, the Town of Firestone ("Town"), City of Longmont, Town of Mead, and Weld County (collectively, "Parties") provided a financial commitment to Weld County's Air Quality/Multimodal (AQ/MM) application in 2022 in the amount of $25,000.00 each for the Denver Regional Council of Governments (DRCOG) Fiscal Year (FY) 2022-2025 call for projects; and

WHEREAS, the Parties assisted Weld County's AQ/MM application in receiving $900,000.00 in federal funding to design a multipurpose trail along Weld County Road (WCR) 26 and WCR 7, between Union Reservoir, Mead High School, and St. Vrain State Park; and

WHEREAS, all Parties are authorized to enter into intergovernmental agreements, pursuant to C.R.S. § 29-1-203 and Colorado Constitution Article XIV § 18, for the purpose of achieving greater efficiencies for the provision of services to the public and for the sharing of costs; and

WHEREAS, the Parties recognize that the design and construction of the multipurpose trail ("Project") mutually benefits all involved jurisdictions, and the Parties desire to define the roles and responsibilities of each of the Parties regarding the completion of the Project through an intergovernmental agreement, attached hereto as Exhibit A; and

WHEREAS, the Town Board of Trustees finds that entering into the intergovernmental agreement with the Parties for the Project promotes the health, safety, and welfare of the community.

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

The Intergovernmental Agreement between the Town of Firestone, City of Longmont, Town of Mead, and Weld County, Colorado for the design and construction of a multipurpose trail is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

PASSED AND ADOPTED this 9th day of April 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac, Jr., Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LONGMONT, TOWN OF MEAD, TOWN OF FIRESTONE, AND WELD COUNTY FOR THE DESIGN AND CONSTRUCTION OF A MULTIPURPOSE TRAIL BETWEEN UNION RESERVOIR, MEAD HIGH SCHOOL, AND ST. VRAIN STATE PARK

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ________ day of __________________, 2025 ("Effective Date"), by and between the jurisdictions ("Parties") listed below:

City of Longmont, State of Colorado, by and through the City Council of Longmont, Colorado, hereinafter referred to as "LONGMONT," with offices located at 350 Kimbark Street, Longmont, Colorado 80501.

Town of Mead, State of Colorado by and through the Town Board of Trustees of Mead, Colorado, hereinafter referred to as "MEAD," with offices located at 441 Third Street, Mead, Colorado 80542.

Town of Firestone, State of Colorado by and through the Town Board of Firestone, Colorado, hereinafter referred to as "FIRESTONE," with offices located at 9950 Park Avenue, Firestone, Colorado 80504.

County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, Colorado, hereinafter referred to as "COUNTY," with offices located at 1150 'O' Street, Greeley, Colorado 80631.

WITNESSETH:

WHEREAS, the Parties provided a financial commitment to Weld County's Air Quality/Multimodal (AQ/MM) application in 2022 in the amount of $25,000.00 each for the Denver Regional Council of Governments (DRCOG) Fiscal Year (FY) 2022-2025 call for projects; and

WHEREAS, the Parties assisted Weld County's AQ/MM application in receiving $900,000.00 in federal funding to design a multipurpose trail along Weld County Road (WCR) 26 and WCR 7, between Union Reservoir, Mead High School, and St. Vrain State Park; and

WHEREAS, the Parties recognize that the design and construction of the multipurpose trail mutually benefits all involved jurisdictions and the Parties agree to contribute financially to the costs of such improvements as described herein, hereinafter referred to as "Project," as identified in Exhibit A; and

WHEREAS, the Parties hereto desire to enter into this Agreement to define the roles and responsibilities of each of the Parties regarding the completion of the Project as depicted in Exhibit B; and

WHEREAS, all Parties are authorized to enter into intergovernmental agreements, pursuant to C.R.S. § 29-1-203 and Colorado Constitution Article XIV § 18, for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the above and the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. TERM: The term of this Agreement shall be from the Effective Date first written above to and until such time as the Project described herein shall be completed.

2. DESCRIPTION OF IMPROVEMENTS: The COUNTY will be responsible for Project Management of the Project design. The Project will be designed using LONGMONT's Design Standards and Criteria.

3. CONTRIBUTION BY PARTIES: LONGMONT, MEAD, and FIRESTONE each agrees to pay the sum of $25,000.00 as a proportional share contribution for the Project to the COUNTY by June 30, 2025.

4. PROJECT RESPONSIBILITIES: The Parties agree to perform the respective roles and responsibilities assigned to each Party regarding the completion of the Project as summarized and depicted in Exhibit B.

5. PROJECT GRANTS: The Parties agree to cooperate with respect to seeking and applying for grants to offset future Project construction costs.

6. FINANCIAL OBLIGATIONS: This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Pursuant to section 29-1-110, C.R.S., and the Colorado Constitution, all financial obligations of the Parties under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Any payment obligation is expressly dependent and conditioned upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

7. ENTIRE AGREEMENT: This writing, together with any exhibits attached hereto, constitutes the entire Agreement between the Parties hereto with respect to the subject matter herein, and shall be binding upon said Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties.

8. ADDITIONAL DOCUMENTS: Each of the Parties agrees to provide such additional duly executed agreements, documents and instruments that are within the scope of this Agreement as may be necessary to assist with the completion of the Project, within the discretion of each Party.

9. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

10. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties hereto.

11. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the Parties of this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

12. NOTICES: All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set for below:

CITY OF LONGMONT
Attn: Sarah Krejca
7 S. Sunset Street
Longmont, CO 80501
Phone: 303-774-3680

TOWN OF MEAD
Attn: Erika Rasmussen
441 Third Street
Mead, CO 80542
Phone: 970-805-4185

Copy to:
Town Attorney
Michow Guckenberger McAskin, LLP
5299 DTC Boulevard, Suite 300
Greenwood Village, CO 80111

TOWN OF FIRESTONE
Attn: Matthew G Thompson
9950 Park Avenue
Firestone, CO 80504
Phone: 303-531-6254

WELD COUNTY
Attn: Evan Pinkham
1111 H Street
Greeley, CO 80632
Phone: 970-400-3727

Notwithstanding the foregoing, notice of routine matters related to this Agreement may be accomplished by electronic mail on the condition that the recipient of the electronic mail correspondence acknowledges receipt thereof.

13. NO WAIVER OF GOVERNMENTAL IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers, agents, or employees may possess, including but not limited to the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended ("CGIA"), nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

14. INSURANCE: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

15. PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of the Agreement shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.

16. AMENDMENTS: No party may in any way amend this Agreement or transfer it to a third party without prior written consent of the other Parties.

17. COLORADO LAW: The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Weld, State of Colorado.

18. RELATIONSHIP OF PARTIES: The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

19. AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Parties and bind their respective entities.

20. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

21. ELECTRONIC SIGNATURES AUTHORIZED: The Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

ATTEST:
CITY OF LONGMONT CLERK

By: ______________________________
City Clerk

CITY COUNCIL

By: ______________________________
Joan Peck, Mayor

ATTEST: **TOWN OF MEAD CLERK**	**TOWN BOARD**
By: ______________________________ Town Clerk or Deputy Town Clerk	By: ___________________________ Colleen G. Whitlow, Mayor

ATTEST: **TOWN OF FIRESTONE CLERK**	**TOWN BOARD**
By: ______________________________ Town Clerk or Deputy Town Clerk	By: ______________________________ Don Conyac, Mayor

ATTEST: **WELD COUNTY CLERK TO THE BOARD**	**BOARD OF COUNTY COMMISSIONERS** **WELD COUNTY, COLORADO**
By: ______________________________ Deputy Clerk to the Board	By: __________________________ Perry Buck, Chair

EXHIBIT A (PROJECT LOCATION MAP)

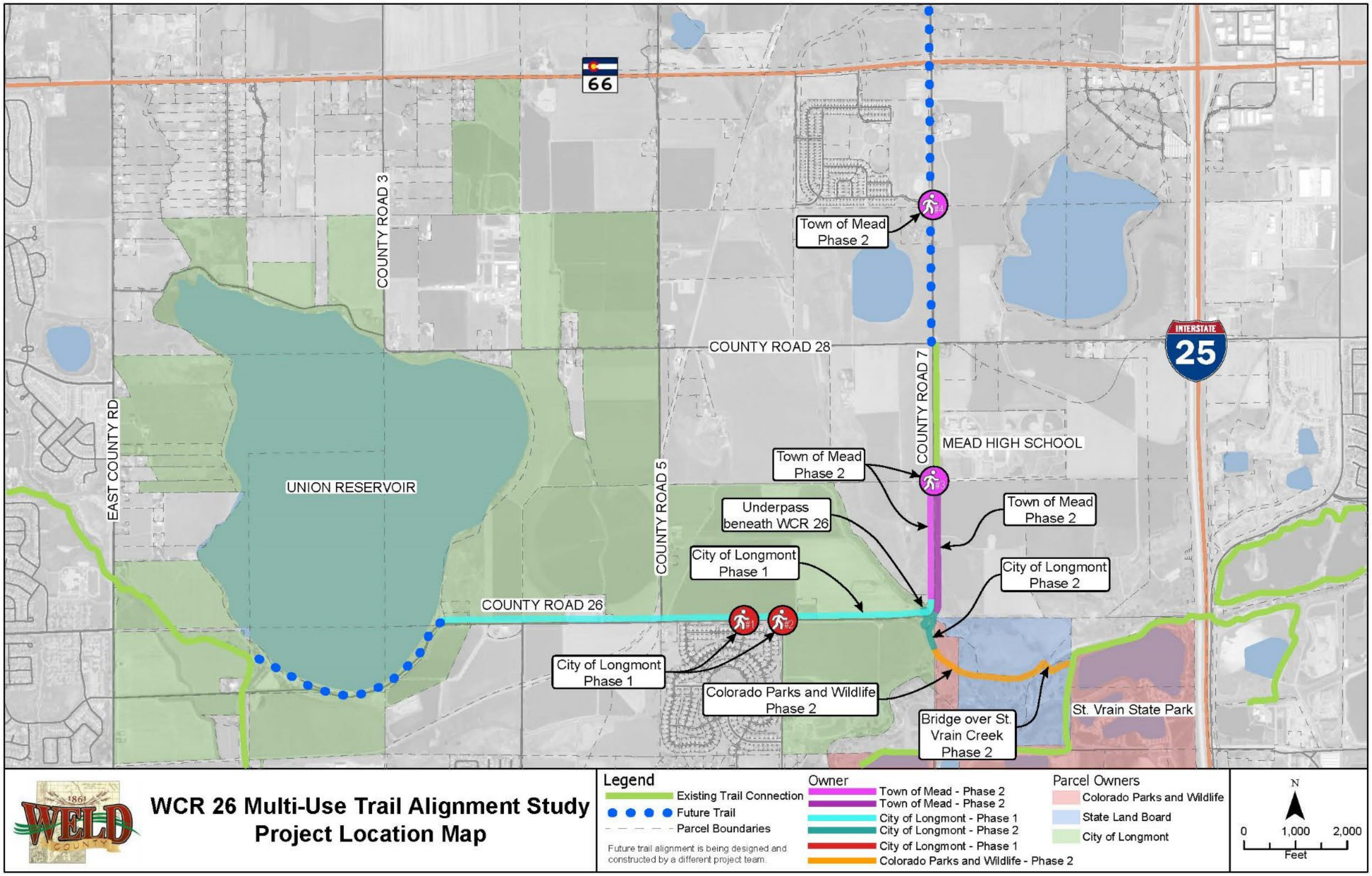
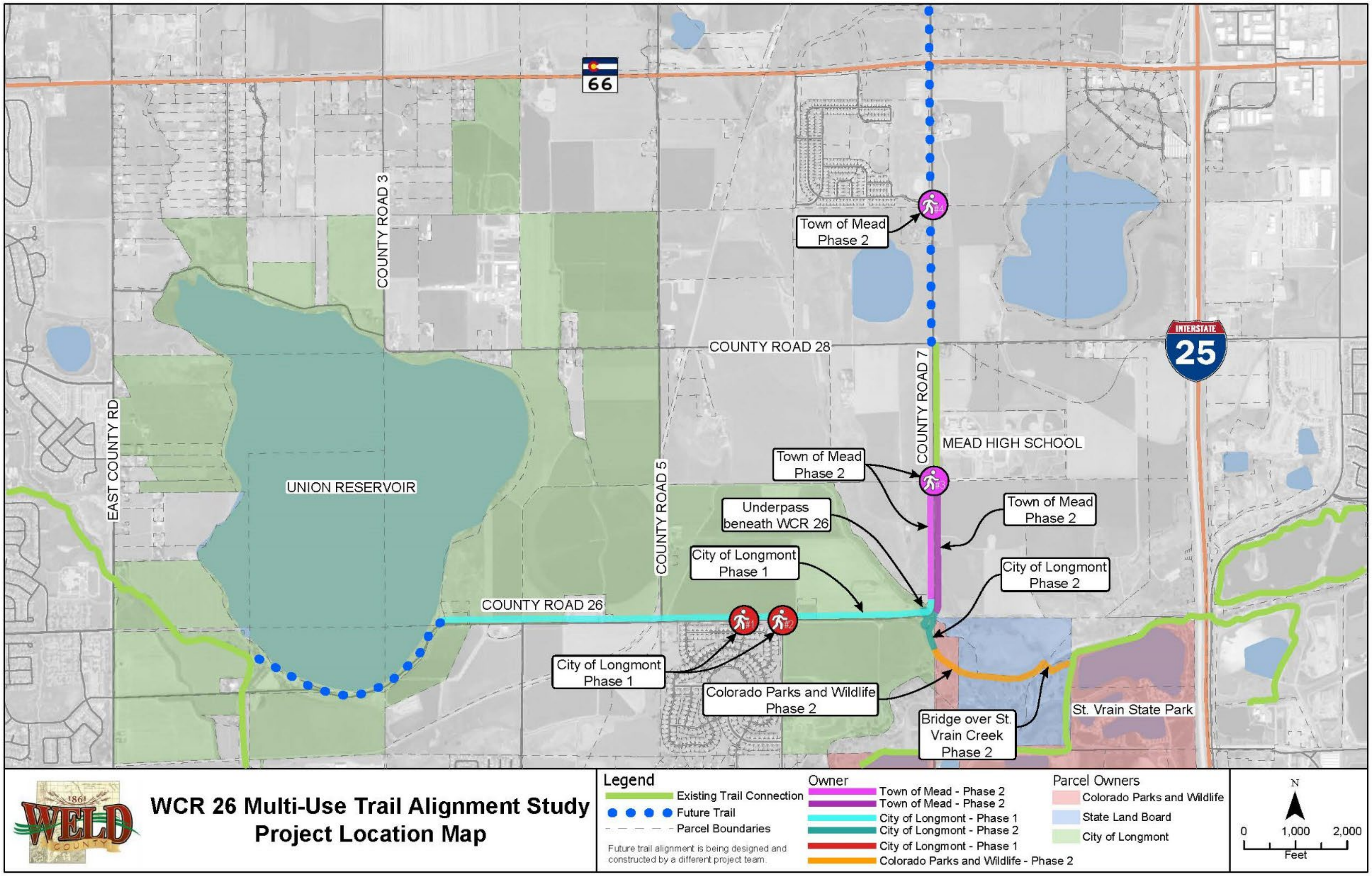


EXHIBIT B (PROJECT RESPONSIBILITES BY JURISDICTION)

Task Item	Jurisdiction
Project management of design for Phase 1 and Phase 2	Weld County
Acquisition of right of way (ROW) required for construction	Not determined at this time. The Parties will enter into a separate agreement at the time this is determined
Construction funding and administration (including permitting and other related requirements) for Phase 1 trail, Crossing #1 (crossing at Elms at Meadow Vale on WCR 26 east of WCR 5), and Crossing #2 (crossing at WCR 26 and WCR 5.5)	City of Longmont
Construction funding and administration (including permitting and other related requirements) for Phase 2 trail, Crossing #3 (crossing at Mead High School on WCR 7 north of WCR 26) and Crossing #4 (crossing at Branding Iron Way on WCR 7 north of WCR 28)	Not determined at this time. The Parties will enter into a separate agreement at the time this is determined
Ownership and maintenance of Phase 1 trail located on City of Longmont ROW and City of Longmont owned property. (Note that WCR 26 and the associated ROW west of Great Western Railway will be annexed to the City of Longmont prior to construction of the Phase 1 trail)	City of Longmont
Ownership and maintenance of Phase 1 and Phase 2 trail located on Town of Firestone ROW, underpass on WCR 26 west of WCR 7, Crossing #1 (crossing at Elms at Meadow Vale on WCR 26 east of WCR 5), and Crossing #2 (crossing at WCR 26 and WCR 5.5)	Not determined at this time. The Parties will enter into a separate agreement at the time this is determined
Ownership and maintenance of Phase 2 trail along WCR 7 located north of City of Longmont owned property, Crossing #3 (crossing at Mead High School on WCR 7 north of WCR 26), and Crossing #4 (crossing at Liberty Ranch on WCR 7 north of WCR 28)	Town of Mead
Ownership and maintenance of bridge over St. Vrain Creek and Phase 2 trail located on Colorado Parks and Wildlife and Colorado State Land Board owned property	Colorado Parks and Wildlife
Ownership and maintenance of Phase 2 trail located on City of Longmont owned property	City of Longmont
Ownership and maintenance of Phase 2 trail along WCR 7 located east and north of City of Longmont owned property	Town of Mead, or Weld County if development occurs in unincorporated Weld County

EXHIBIT A (PROJECT LOCATION MAP)



AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.b **Discussion/Action** **Meeting Date:** April 9, 2025 **Initiated By:** Jessica Clanton **Department:** Finance

AGENDA ITEM

Resolution 25-45: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

RECOMMENDATION

Staff recommends approval of Resolution 25-45, approving the 2025 Budget Amendment.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Resolution 25-45 is a resolution to amend the 2025 Budget to roll over funds for certain capital projects that are still ongoing and that have funds remaining for the project from the 2024 approved budget. The list of projects and amounts being rolled over for each project are listed in Exhibit A of the attached resolution.

FINANCIAL CONSIDERATIONS

See Exhibit A of the attached Resolution

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved the 2025 Budget on November 13th, 2024.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Uphold Fiscal Integrity
- Maintain Town Infrastructure & Facilities

ATTACHMENTS

1. 2025 Budget Amendment Resolution

RESOLUTION NO. 25 - 45

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS IN FISCAL YEAR 2025 AND ADOPTING AN AMENDED BUDGET FOR THE BUDGET YEAR 2025.

WHEREAS, on November 13, 2024 the Board of Trustees of the Town of Firestone ("Town") adopted the Town's 2024 budget ("Budget"); and

WHEREAS, as required by law the Town has published notice of and held a public hearing regarding the proposed supplemental appropriations; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town to adopt this resolution amending the Budget and appropriations for the Budget's Capital Projects Fund, Conservation Trust Fund, Water Fund and Stormwater Fund for the purposes as set forth in Exhibit A.

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

The supplemental appropriations for the Town of Firestone's 2024 Budget and modifications to the Budget's Capital Projects Fund, Conservation Trust Fund, Water Fund and Stormwater Fund balances, as more specifically set forth in Exhibit A, which is attached hereto and made a part of this resolution, are hereby adopted and approved. The Town's Finance Director is directed to effectuate the necessary transfers to comply with the approved supplemental appropriations and the Town Clerk is directed forthwith to file a certified copy of this resolution with the Division of Local Government.

INTRODUCED, READ AND ADOPTED this 9h day of April, 2025.

TOWN OF FIRESTONE, COLORADO

By: ______________________________
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

EXHIBIT A

DESCRIPTION	Rollover from 2024 to 2025	2025 Project Transfers
Capital Projects Fund		
Pavement Maintenance	77,060.00	280,111.00
Dust Control	30,646.00	(30,646.00)
Traffic Signal Upgrade	29,597.00	(29,597.00)
Historic Firestone Street Replacement	41,455.00	(151,212.00)
Weld County Rd 26 Last Chance Ditch Crossing	19,448.00	
Weld County Rd 20 Coal Ridge Ditch Crossing	736,830.00	
Weld County Rd 20 Coal Ridge Ditch Crossing - Grant	200,000.00	
Neighbors Point Traffic Calming	34,181.00	(99,181.00)
Central Park Feasibility Study	40,415.00	
Pedestrian Bridge Feasibility Study	21,330.00	
ADA Ramps	19,475.00	30,525.00
Conservation Trust Fund		
Settlers Park Improvements	25,000.00	
Firestone Trail Improvements	6,234.00	
Sports Complex Improvements	12,945.00	
Water Fund		
Historic Firestone Water Line Replacements	41,455.00	(100,000.00)
SCADA Upgrade	6,821.00	100,000.00
Firestone Reservoir No. 2 (WAP)	50,000.00	
Water Master Plan	50,899.00	
Coal Ridge Ditch Lateral Supply Pipeline (WAP)	126,769.00	
CWCWD Flow Control/Meter Vaults	206,915.00	
Managed Groundwater Recharge Infrastructure (WAP)	269,633.00	
Stormwater Fund		
Drainage Master Plan	57,018.00	
Stormwater Ditch Maintenance	50,000.00	
		-

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.c **Discussion/Action** **Meeting Date:** April 9, 2025 **Initiated By:** Matt Wiederspahn **Department:** Engineering & Utilities

AGENDA ITEM
Resolution 25-42: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE COLORADO DEPARTMENT OF TRANSPORTATION PERTAINING TO BUS FACILITY MAINTENANCE AND OPERATIONS AT THE TOWN OF FIRESTONE MOBILITY HUB

RECOMMENDATION
Staff recommends approval of Resolution 25-42, authorizing the execution of the Memorandum of Understanding between the Town of Firestone and the Colorado Department of Transportation.

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify theResolution and return at a future date.

SUMMARY
In 2024, the Colorado Department of Transportation (CDOT) completed the construction of a Transportation Mobility Hub at the I-25 and Hwy 119/Firestone Blvd interchange. CDOT is now requesting that the Town enter into a Memorandum of Understanding (MOU) to outline the maintenance responsibilities for the facility. The only maintenance tasks assigned to the Town in the MOU involve any landscaping or irrigation we may choose to install at the facility in the future. As the Town has not requested or installed any landscaping or irrigation, nor plans to do so, there will be no financial impact on the Town.

However, CDOT has agreed to take on several maintenance activities, which include the following highlights:

- Perform snow removal services along driveways, parking lots, sidewalks, tunnel and Bustang platforms once the accumulated snowfall is equal to or exceeds a trigger depth of 2".
- Mowing and trimming will be performed on all turf areas weekly between April 1, 2025 and September 30, 2025.
- Perform weed control services, maintain sprinkler system, mulch maintenance and replacement, maintain plant/vegetation, and perform tree trimming, and pruning as necessary.
- Remove trash from the property (sidewalks, parking lots, trash cans, platforms & I-25 slip ramps) 3 days per week.
- Perform graffiti removal for Bustang shelters, benches, trashcans, sidewalks, platforms, sound walls, retaining and bridge walls as needed.
- Repair, replace and upgrade lighting along driveways, parking lots, sidewalks and Bustang platforms.
- Maintain, repair and replace Bustang bus shelters, benches, trash cans, and bike racks.

FINANCIAL CONSIDERATIONS
None

HISTORY AND PREVIOUS BOARD ACTION
N/A

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
- Encourage Community Governance with Civic Partnerships
- Maintain a Safe, Clean & Beautiful Town
- Maintain Town Infrastructure & Facilities

ATTACHMENTS
1. Reso 25-42 CDOT Mobility Hub MOU
2. Firestone-CDOT Mobility Hub Maintenance MOU

RESOLUTION NO. 25-42

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF FIRESTONE AND THE COLORADO DEPARTMENT OF TRANSPORTATION PERTAINING TO BUS FACILITY MAINTENANCE AND OPERATIONS AT THE TOWN OF FIRESTONE MOBILITY HUB

WHEREAS, the Colorado Department of Transportation ("CDOT") operates the Firestone Longmont Mobility Hub on CDOT-owned real property within the Town of Firestone, generally located on the I-25 Frontage Road, south of CO 119 and Firestone Boulevard ("Property"); and

WHEREAS, CDOT and the Town of Firestone ("Town') desire to enter into a memorandum of understanding ("MOU"), attached hereto as **Exhibit A**, to memorialize the Parties' respective responsibilities surrounding maintenance and operations at the Firestone Longmont Mobility Hub facility; and

WHEREAS, pursuant to the terms of the MOU, CDOT will be responsible for performing all maintenance and repair services related to the bus facility and related appurtenances at the Firestone Longmont Mobility Hub, all in accordance with the terms and conditions of the MOU, while the Town would be responsible for maintaining and repairing any future landscaping enhancements, if installed by the Town; and

WHEREAS, the Board of Trustees finds that entering into the MOU is in the best interest of the Town and its citizens.

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

Section 1. The Memorandum of Understanding between the Town of Firestone and the Colorado Department of Transportation is hereby approved in substantially the same form as the copy attached hereto as **Exhibit A** and made a part of this resolution. The Town Manager is authorized to execute and deliver the MOU on behalf of the Town.

PASSED AND ADOPTED this 9th day of April, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

Routing #: 25-HAA-XE-00007
OLA #: 351002185

Memorandum of Understanding Between the Colorado Department of Transportation and Town of Firestone Regarding Bus Facility Maintenance Operations

This Memorandum of Understanding (“MOU”), between THE COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT”), and the Town of Firestone “(TOF”) is intended to memorialize the Parties' respective responsibilities surrounding maintenance and operations at the Town of Firestone Mobility Hub. CDOT and Town of Firestone also may hereinafter be referred to individually as “Party” or jointly as “Parties”.

1. **<u>Roles and Responsibilities</u>**

A. CDOT will:

i. Perform snow removal on the I-25 slip ramps leading to the Bustang Platforms. Frequency and type of snow removal will be at CDOT’s discretion based on the meteorological data for that site or surrounding geographical areas to including to the depth of snow fall, the number of snow, ice, and/or mixed precipitation events forecasted by meteorological organizations to ensure safe travel.

ii. Perform snow removal services along driveways, parking lots, sidewalks, tunnel and Bustang platforms once the accumulated snowfall is equal to or exceeds a trigger depth of 2". Snow plowing services for roads, driveways, and parking lots will utilize trucks, loaders, and/or other equipment as appropriate. For performing snow clearing services for sidewalks, tunnels, and Bustang platforms snow blowers, shovels, or other equipment will be used as appropriate. Deicing services such as salting or sanding will also be performed throughout the service area to improve the safety of pedestrian foot traffic as needed.

iii. Repair damage to parking lots, sidewalks, tunnels, platforms resulting from snow removal maintenance activities.

iv. Mow side slops – 14-ft from I-25 roadway monthly.

v. Mowing and trimming will be performed on all turf areas weekly between April 1, 2025 and September 30, 2025.

vi. Perform weed control services, maintain sprinkler system, mulch maintenance and replacement, maintain plant/vegetation, and perform tree trimming, and pruning as necessary.

vii. Remove trash from the property (sidewalks, parking lots, trash cans, platforms & I-25 slip ramps) 3 days per week.

viii. Power wash Bustang shelters, benches and trash cans monthly.

ix. Deep clean Bustang shelters, benches, trashcans, sidewalks, platforms, tunnels and sound walls quarterly.

x. Perform graffiti removal for Bustang shelters, benches, trashcans, sidewalks, platforms, sound walls, retaining and bridge walls as needed.

xi. Inspect water quality pond(s) within 48 hours of significant meteorological events. In the absence of significant meteorological events, CDOT will inspect water quality pond(s) monthly to determine what maintenance may be necessary. Inspection reports will be submitted quarterly.

xii. Maintain, repair and or replace safety, Right of Way (ROW) fencing and railings along walkways.

xiii. Install, repair and replace parking, regulatory traffic control informational, and wayfinding signs.

xiv. Configure, perform software updates, repair and replace Passenger Information Display System (PIDS).

xv. Configure, perform software updates, repair and replace Emergency Call Boxes.

xvi. Repair, replace and upgrade lighting along driveways, parking lots, sidewalks and Bustang platforms.

xvii. Configure, perform software updates, repair and replace closed circuit television (CCTV).

xviii. Maintain, repair and replace Bustang bus shelters, benches, trash cans, and bike racks.

xix. Provide maintenance, repair and replacement of existing irrigation systems.

B. The Town of Firestone (TOF) shall be responsible for the following:

i. Maintenance, repairs, of future enhancements of irrigation systems installed/procured by the Town of Firestone.
ii. Maintenance, repairs, and replacement future enhancements of vegetation installed/procured by the Town of Firestone.
iii. Performing repairs of any damage because of maintenance activities pertaining to the future enhancements installed/procured by (TOF).

2. **<u>Contacts (POC/PM)</u>**

A. CDOT:
James Mantay
Project Manager DTR
James.mantay@state.co.us
303.847.3388

B. Firestone:
Mathew Wiedersphan
Director of Engineering & Utilities
303-531-6254

mwiederspahn@firestoneco.gov

3. **Effective Date and Term**

   A. **Effective Date**. This MOU shall not be valid or enforceable until the date of execution by the Executive Director of the Colorado Department of Transportation, or designee ("Effective Date"). The Parties shall not be bound by any provision of this MOU before the Effective Date.

   B. **Term**. The Parties' respective performances under this MOU shall commence on the Effective Date and shall terminate one (1) year after the Effective Date (the "Term") unless sooner terminated or further extended in accordance with the terms of this MOU.

   C. **Extension Terms.** The parties shall have the option to extend the performance under this MOU beyond the Initial Term for a period, or for successive periods, of one year or less under the same terms specified in the MOU (each such period an "Extension Term"). In order to exercise this option, both parties' authorized signatories or their duly appointed representatives shall sign a formal amendment noting the extension period.

4. **Termination for Convenience**. Any Party may terminate their participation in this MOU for any reason. The Party choosing to terminate shall effectuate such termination by giving written notice of termination to the other Parties' specified contacts in Section 6 and specifying the effective date thereof, at least thirty (90) days before the effective date of such termination.

5. **Modifications**. This MOU may be updated at any time for adjustments resulting from the roles and responsibilities herein, changing needs of the parties. All modifications must be mutually agreeable and executed in a written, formal amendment to this MOU signed by the authorized signatories or their duly appointed representatives.

6. **Legal Disclaimers**. By entering into this MOU, no Party makes a legally binding commitment. This MOU does not confer any rights or remedies to any Party in the event of a failure to perform as specified in this MOU. This MOU does not create a financial obligation for any Party. Any financial obligation of a Party shall be subject to the execution of an appropriate encumbrance document, where required, subject to receipt of all required approvals. All financial obligations of the Parties hereunder shall be subject to prior written approval of its governing body or director. All financial obligations of the Parties shall be contingent upon sufficient funds being appropriated, budgeted, and otherwise made available.

7. **Non-Binding Agreement**. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this Intergovernmental MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value.

   Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a Party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a Party, then the applicable criteria must be met. Additionally, under a prospective agreement, each Party operates under its own laws, regulations, and/or policies, and any obligation of the Parties is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

8. **No Third-Party Beneficiary**.
It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this MOU shall give or allow any such claim of right of action by any other or third person or entity on such MOU. It is the express intent of the Parties hereto that any person or entity, other than the Parties to this MOU, receiving services or benefits under this MOU shall be deemed incidental beneficiaries only.

9. **Personnel/Compensation**. Nothing in this MOU shall be construed to place the personnel of any Party under the control or employment of any other Party. Each Party remains responsible for all pay, entitlement, employment decisions and worker's compensation liabilities for its own personnel.

10. **Non-Waiver**. TOF and CDOT only agree to the terms and conditions of the MOU to the extent permitted by Colorado law. Notwithstanding any other term in the MOU, the MOU shall not be construed to deprive TOF and CDOT of their sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to the MOU or afforded to TOF or CDOT by Colorado law.

11. **Dispute Resolution**. Should disputes or disagreements occur of any matter relating to this MOU, CDOT and TOF shall collaborate to resolve the dispute or disagreement. If the contacts designated in Section 2 cannot achieve a resolution within a thirty (30) day period, the matter shall be submitted jointly to CDOT's Executive Director(s), and TOF for final resolution of the dispute or disagreement. If they are unable to resolve the dispute within a thirty (30) day period, any Party may terminate their participation in this MOU. The Parties agree that participation in this administrative procedure shall be a condition precedent to initiation of litigation, except in the case of emergency or other conditions that entitle any Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the foregoing alternative dispute resolution process shall be required.

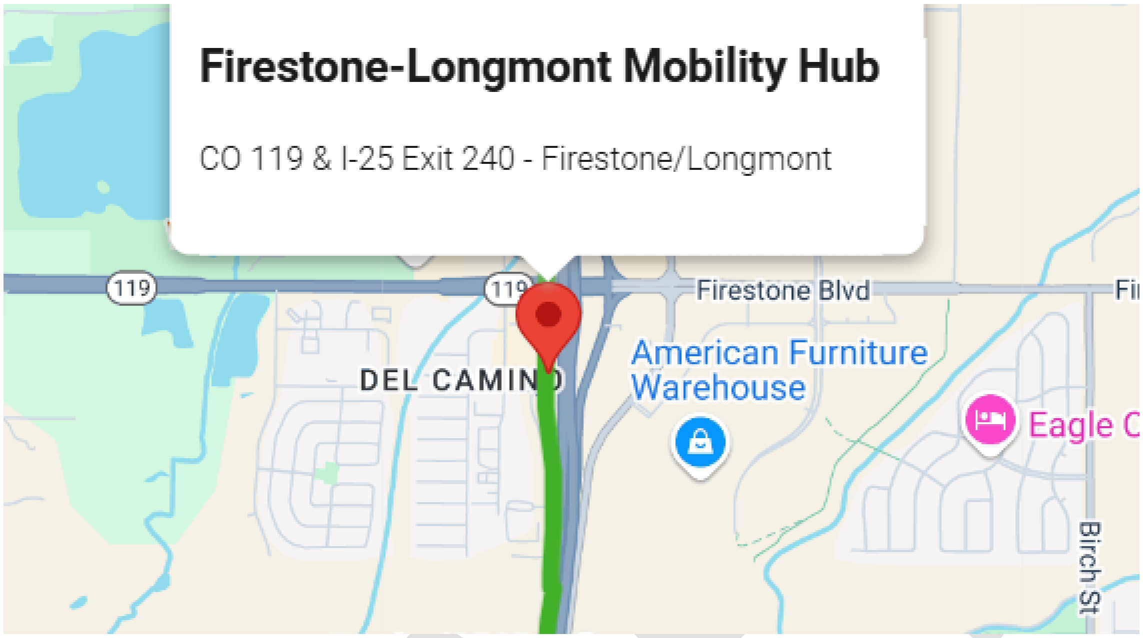
12. **Signature Authority**. Each Party represents and warrants that it has taken all actions that are necessary or that are required by its respective procedures and applicable law to legally authorize the undersigned signatory for that Party to execute this MOU on behalf of the Party and to bind the Party to its terms.

THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

Each person signing this MOU represents and warrants that the signer is duly authorized to execute this MOU and to bind the Party authorizing such signature.

Town of Firestone	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director
Name:___________________________________ Title: ___________________________________ Date: ___________________________________	___________________________________ By: Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Effective Date: ________________________

Exhibit A – Mobility Hub Location



AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.d **Discussion/Action** **Meeting Date:** April 9, 2025 **Initiated By:** David Angelo **Department:** Police

AGENDA ITEM

Resolution 25-41: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PRI MANAGEMENT GROUP FOR AN OPERATIONAL ASSESSMENT OF POLICE RECORDS.

RECOMMENDATION

Staff recommends approval of Resolution 25-41.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Resolution 25-41 authorizes a Professional Services Agreement between the Town of Firestone and PRI Management Group (PRI) to conduct an operational assessment of the Police Department’s Records Unit. With the implementation of the Department's new Records Management System scheduled for completion by the end of this year, it is both essential and timely to perform this operational assessment of the Records Unit.

This operational assessment will involve a comprehensive review of current workflows and procedures, the development of optimized workflows for each task, an evaluation of NIBRS code tables, an assessment of our quality control practices, and the provision of necessary training for Records Unit staff. A final report will be produced, outlining recommendations for improvement.

The recommendations for process improvement provided by PRI will be shared with our new RMS vendor to incorporate during the design phase of our new Records Management System.

FINANCIAL CONSIDERATIONS

The contract amount shall not exceed $38,200.

HISTORY AND PREVIOUS BOARD ACTION

None

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Resolution 25-41 PRI Management Group (PRI)
2. Professional Services Contract - Operational Assessment of Police Records Unit (A2025-9926)

RESOLUTION NO. 25-41

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COPLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND PRI MANAGEMENT GROUP FOR AN OPERATIONAL ASSESSMENT OF POLICE RECORDS

WHEREAS, the Town of Firestone's Police Department ("Department") as part of its administrative review of Department operations sent out Requests For Qualifications for an Operational Assessment of Police Records; and

WHEREAS the Department received seven responses and upon review of them determined PRI Management Group ("PRI") was the most qualified responder given their experience, expertise and reasonable fee rate to perform the service requested by the Department; and

WHEREAS, the Department requests that the Board of Trustees approve the Professional Services Agreement authorizing PRI to perform an Operational Assessment of Police Records.

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

The Professional Services Agreement between the Town of Firestone and PRI Management Group for an Operational Assessment of Police Records 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 9th day of April, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr. Mayor

ATTEST:

____
Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 9th day of April, 2025 (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"), and **PRI MANAGEMENT GROUP** an independent Contractor with a principal place of business at 150 Alhambra Circle, Ste. 1270, Coral Gables, FL 33134("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional 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 SERVICES

A. Contractor shall furnish all labor 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 set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Operational Assessment of Police Records Unit (A2025-9926).**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the 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 the 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

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **$38,200**. 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.

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 professional licenses in good standing required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

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. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, 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 Services constitutes "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, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from the Contractor.

B. If the Town reuses or makes any modification to Contractor's designs, documents or work product without the prior written authorization of the Contractor, the Town agrees, to the fullest extent permitted by law, to release the Contractor, its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor's own practice detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

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. The contractor shall make no representation that it is a Town employee for any purposes.

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, the Contractor shall procure and maintain and shall cause any Sub-Contractor 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, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
   3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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, and its employees Contractor shall be excess and not contributory insurance to that provided by 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 Agreement.

VIII. INDEMNIFICATION

A. 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, recklessness or other fault of Contractor, any Sub-Contractor 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 Sub-Contractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.

B. If the Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Contractor's obligation to indemnify and hold harmless the Town may be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

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:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the 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 of such changes.

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 Weld 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 obligations 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 personally presented or sent pre-paid, first-class United States 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, 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 or 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. 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

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Don Conyac, Jr., Mayor

ATTEST:

____

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

PRI MANAGEMENT GROUP

By: E.M. [illegible], President

EXHIBIT A

SCOPE OF SERVICES

Per RFQ #A2025-9926 dated March 21, 2025.

SECURITY ADDENDUM

The Town of Firestone requires any vendor personnel contracted to provide service within the Firestone Police and Municipal Building at 9900 Park Avenue, Firestone Colorado 80504 undergo a fingerprint-based background check.

Fingerprint-based background checks shall be required pursuant to the CJIS Security Policy for all vendor personnel with direct, indirect, or situational access to the Firestone Police and Municipal Building

Access shall be denied to any personnel whose background check includes a felony conviction or active warrant.

Fingerprints captured over one year prior to submission will not be accepted.

Vendor shall comply with all applicable standards of the Criminal Justice Information Services (CJIS) security policy

TOTOWN OF FIRESTONE, COLORADO

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Don Conyac, Jr., Mayor

ATTEST:

____

Miriam Granados Luna, CMC Town Clerk

PRI MANAGEMENT GROUP

By: ____________________ President

Town of Firestone Request for Qualifications for Operational Assessment of Police Records Unit

RFQ #A2025-9926

Primary Contact:

Ed Claughton
150 Alhambra Circle, Suite 1270
Coral Gables, FL 33134
(305) 460 0096 |
ed@policerecordsmanagement.com

Submitted to:

Town of Firestone
Town Clerk
9950 Park Avenue
Firestone, CO 80504

Submitted by:

PRI Management Group
150 Alhambra Circle, Ste. 1270
Coral Gables, FL 33134

LAW ENFORCEMENT INFORMATION MANAGEMENT TRAINING & CONSULTING

Compliance. Performance. Modernization.

POLICERECORDSMANAGEMENT.COM

March 21, 2025

Town of Firestone
ATTN: Town Clerk
9950 Park Avenue
Firestone, CO 80504

Re: RFQ Operational Assessment of Police Records Unit (A2025-9926)

On behalf of PRI, I am pleased to submit our proposal to conduct a comprehensive operational assessment of the Firestone Police Department Records Unit. With deep expertise in public safety records management, PRI is well-positioned to assist the Town of Firestone in optimizing workflows and ensuring compliance to enhance the efficiency of its records operations.

Since 2008, PRI has worked with law enforcement agencies nationwide, providing tailored, results-driven solutions to improve operational efficiency and compliance. Our team specializes in conducting in-depth records management assessments and workflow optimization. We have extensive experience with NIBRS compliance, the Colorado Open Records Act (CORA), the Colorado Criminal Justice Records Act (CCJRA), and best practices for records retention and disclosure. Additionally, PRI has successfully supported agencies in auditing and validating NIBRS data to ensure reporting accuracy and compliance.

We understand the critical role the Records Unit plays in supporting Firestone's law enforcement operations, and we are committed to delivering a thorough assessment with actionable recommendations to enhance efficiency, accuracy, and compliance. Thank you for considering PRI for this important initiative. Please feel free to contact me at ed@policerecordsmanagement.com or 305-460-0096 with any questions or requests for additional information.

Sincerely,

Ed Claughton
Ed Claughton, CEO
PRI

Table of Contents

A. Experience

1. PRI's Experience and Approach to Conducting a Police Records Assessment

PRI has successfully conducted police records assessments for a wide range of law enforcement agencies. Our experience spans small municipalities to large urban police departments, where we've provided valuable insights into improving records management practices, achieving compliance, and ensuring efficiency in handling public records requests.

Our team has conducted numerous assessments evaluating records management workflows and compliance with federal, state, and local laws, including NIBRS reporting. We identify inefficiencies, redundancies, and compliance gaps, delivering actionable recommendations to streamline processes and optimize resources.

Notably, our assessments have focused on assessing staffing requirements, providing recommendations for workload balancing, and identifying training needs to ensure departments stay compliant with evolving records management regulations.

Through our assessments, we have helped agencies reduce backlogs, improve records retrieval times, and implement best practices that increase transparency and trust within the community.

Methodology/Approach

At PRI, we take a systematic, collaborative, and results-driven approach to conducting assessments and fulfilling the scope of work. Our proven methodology ensures all aspects of the project are addressed thoroughly, efficiently, and in alignment with the Town of Firestone's objectives. Below is our step-by-step approach:

Task 1: Kickoff Meeting

The project will begin with a kickoff meeting to ensure alignment on project goals, expectations, and timelines with key stakeholders, including department leadership and Records personnel. During this meeting, PRI's project team will:

- Introduce PRI's project team and clearly define the roles and responsibilities of each member.
- Establish communication protocols to facilitate seamless collaboration and timely information sharing throughout the project.

- Review the scope of work, objectives, and key deliverables to ensure all stakeholders are aligned on priorities and expectations.
- Define project timelines and key milestones, ensuring a clear understanding of deadlines and individual responsibilities.
- Set up a system for ongoing communication, including regular check-ins, progress updates, and reporting to keep all parties informed and engaged throughout the process.

This meeting will establish the framework for effective project execution, ensuring clarity and commitment from all involved.

Task 2: Review current workflows and procedures to identify inefficiencies and gaps, offering recommendations to streamline operations and ensure best practices.

PRI will conduct a thorough review of the Records Unit's current workflows and procedures to identify inefficiencies and gaps. This will involve interviewing staff and key stakeholders, observing day-to-day operations, and documenting existing processes. PRI will analyze these workflows against industry best practices and compliance standards, then develop tailored recommendations to streamline operations, eliminate redundancies, and ensure optimal efficiency and adherence to best practices. PRI will:

- Conduct interviews with Records Unit staff and key stakeholders to understand existing workflows.
- Observe day-to-day records management operations to assess process efficiency.
- Document current procedures, identifying redundancies, and areas for improvement.
- Compare existing procedures against industry best practices and compliance requirements.
- Develop recommendations for streamlining operations, improving efficiency, and ensuring adherence to best practices.

Task 3: Map suggested workflows for individual processes and tasks, with a focus on accuracy and efficiency.

PRI will identify and analyze key records management processes, including but not limited to the following:

    - Report writing (incident, arrests, supplements), review, rejection, correction, submission

- Case assignment and routing (internal and external)
- Case management procedure (status and disposition)
- NIBRS reporting
- NCIC validations
- Traffic reporting
- Persons, property, vehicle, address verification, and duplicate merging
- Case numbering
- Public records requests
- Record seal/expunge process
- Document imaging
- Inter-agency information sharing

We will then develop detailed process maps for each of these tasks, outlining step-by-step workflows to improve accuracy and efficiency. PRI will integrate recommendations from previous workflow assessments into these maps, ensuring alignment with industry best practices, compliance requirements, and the department's operational needs. Finally, PRI will present the proposed workflows to the Records Unit for feedback and refinement, ensuring that the workflows meet the department's goals and improve overall operational performance. PRI will:

- Identify key records management processes, including the above-listed tasks.
- Develop process maps outlining step-by-step workflows for each of these tasks.
- Integrate recommendations from previous workflow analysis to enhance accuracy, efficiency, and compliance.
- Ensure the suggested workflows align with best practices and compliance standards.
- Present the workflow maps to the Records Unit for feedback, adjustments, and refinement.

Task 4: Review the department's current NIBRS code tables to ensure accurate classification.

PRI will obtain and analyze the department's current NIBRS code tables to ensure they are accurately classified. We will compare the existing codes against FBI NIBRS standards to identify any discrepancies, such as incorrect, outdated, or missing codes that could impact compliance. Based on this review, PRI will develop recommendations for revising the code tables to ensure proper classification and alignment with NIBRS standards. PRI will then provide comprehensive documentation outlining the necessary updates for review and approval by the department. PRI will:

- Compare existing codes against FBI NIBRS standards to identify discrepancies.
- Identify incorrect, outdated, or missing codes that could affect compliance.
- Develop recommendations for revising the code tables to ensure proper classification.
- Provide documentation of necessary updates for review and approval.

Task 5: Evaluate existing quality control practices and provide recommendations to improve data integrity and reduce errors in records management.

PRI will evaluate the department's existing quality control practices for records entry and validation, identifying any weaknesses in the data validation, review, and approval processes. We will compare current practices against industry best practices for data integrity to uncover areas for improvement. PRI will develop recommendations to enhance quality control, including implementing automated validation checks and strengthening manual review processes. Additionally, we will provide strategies for reducing errors and improving overall data accuracy to ensure more reliable and efficient records management. PRI will:

- Review current quality control measures for records entry and validation.
- Identify weaknesses in data validation, review, and approval processes.
- Compare existing practices against industry best practices for data integrity.
- Develop recommendations to enhance quality control, including automated validation checks and manual review processes.
- Provide strategies for reducing errors and improving overall data accuracy.

Task 6: Train Records Unit Staff on Updated Workflows

PRI will provide comprehensive training to ensure Records Unit staff are fully equipped to implement updated workflows. We will develop clear, user-friendly training materials, including presentations, manuals, and reference guides, tailored to staff needs. Training sessions will be conducted in-person or virtually, incorporating hands-on demonstrations to reinforce understanding. Throughout the sessions, PRI will address staff questions, clarify process changes, and gather feedback to refine training materials for maximum effectiveness. PRI will:

- Develop training materials, including presentations, manuals, and reference guides.
- Conduct in-person or virtual training sessions focused on updated workflows.
- Provide hands-on demonstrations to ensure staff understanding.
- Address staff questions and clarify process changes.
- Gather feedback and refine training materials as needed.

Task 7: Provide a detailed written report, process maps for all processes and tasks, and a presentation to the Department with findings and recommendations.

PRI will compile all findings from workflow reviews, audits, and policy evaluations into a detailed written report, structured to highlight key insights and areas for improvement. The report will include process maps for all reviewed and revised workflows to visually represent suggested changes. PRI will also develop a set of prioritized recommendations, accompanied by clear implementation strategies. A PowerPoint presentation will be prepared to summarize the key findings and recommendations, which PRI will present to department leadership and stakeholders. This presentation will include a Q&A session to address any questions and facilitate discussion on the next steps.

- Compile findings from workflow reviews, audits, and policy evaluations into a structured report.
- Include process maps for all reviewed and revised workflows.
- Develop a set of prioritized recommendations with implementation strategies.
- Prepare a PowerPoint presentation summarizing key findings and recommendations.
- Present findings to department leadership and stakeholders, allowing for Q&A and discussion.

2. Qualifications and Expertise and Principal Staff Members

PRI has over 15 years of experience specializing in law enforcement records management operations. We have a proven track record of optimizing workflows and ensuring compliance with evolving legal standards. Our expertise spans comprehensive needs assessments, regulatory compliance with standards such as NIBRS, CORA, and CCJRA, and workflow optimization to enhance efficiency and effectiveness.

Key Areas of Expertise:

- **Comprehensive Needs Assessments:** We evaluate records management processes, identify inefficiencies, and develop tailored solutions to ensure legal compliance and operational efficiency.
- **Compliance and Legal Requirements:** We help agencies meet evolving legal standards, including NIBRS and state-specific regulations, ensuring accurate and legally defensible records management.

- **Workflow Optimization:** Using the standard information management lifecycle framework (creation, collection, processing, dissemination, maintenance, and disposition) for reference, workflows are evaluated and streamlined to ensure the most direct paths are taken in each phase of the lifecycle.
- **Proven Methodology:** PRI follows a structured project management framework, delivering high-quality assessments, detailed recommendations, and actionable implementation strategies.

Principal Staff Members

Ed Claughton – President & CEO

Lt. Ed Claughton (ret.) brings over 20 years of law enforcement experience with a focus on police records management, crime reporting compliance, and public records law. As the founder and president of PRI, Ed has led high-profile projects for agencies such as the Milwaukee Police Department and the Metropolitan Nashville Police Department, ensuring compliance with national crime reporting standards and improving records management workflows.

Relevant Law Enforcement Experience

- **Records and Data Management Unit Sergeant, Coral Gables, FL Police** leading a team of records management and IT staff responsible for the management of agency-wide records and data, systems administration, public records legal compliance and UCR reporting. Served as UCR Program Manager.
- **RMS/Mobile System Administrator** responsible for system configuration, maintenance, data management, and quality control with oversight of agency's IT infrastructure. Managed various law enforcement software programs including RMS/MCT/MFR, electronic arrest, citation and booking modules.
- **Accreditation and Policy Lieutenant** responsible for legal research and departmental compliance. Managed and drafted policy revision and submissions for command staff, inventoried and monitored CALEA proofs and standards compliance, and worked with CALEA assessors during re-accreditation. Achieved Gold Standard Accreditation.
- **Project Manager** for implementation of P2C (Police to Citizen) internet web-portal that provides citizens the ability to search, retrieve and print public records including incident, accident, arrest, and dispatch information/reports via a web-browser.
- **Project Manager** for implementation of regional data sharing program, Florida Integrated Network for Data Exchange & Retrieval (FINDER) allowing for real-time

sharing of RMS data among Florida law enforcement agencies. Included execution of contract with program executives and other agencies approving access to departmental RMS systems.

- **Project Manager** for implementation of a wireless citation program allowing officers to complete, print, and submit traffic citations in the field wirelessly. Worked with developers to customize software design and functionality and served as the beta test site for wireless handheld citation software and wireless printers.
- **Project Manager** for implementation of an electronic arrest module allowing officers to complete, print, and submit arrest reports from the field or a desktop computer. Included administering electronic arrest program (maintenance, support, oversight of uptime and data management).
- **Project Manager** for implementation of an electronic booking module allowing officers to submit, retrieve, and review digital booking photos of suspects and associated reports in the station and in the field allowing for real-time sharing of criminal intelligence. Included construction, installation, and administration of new booking facilities, cameras, workstations, and software/hardware maintenance.
- **Data Management Committee Chair** responsible for recommending policy, protocol, and procurement of information technologies. This committee evaluates the technical needs of the department and develops recommended courses of action which affect departmental policy in the areas of reporting, systems security, user rights levels, and other technology related matters.
- **Professional Standards Lieutenant:** Oversight of training, budget, payroll, grants, personnel selection.
- **Call Taker**: one of five PSAP's in Miami-Dade County, FL

Professional Experience

- **President & CEO:** PRI Management Group, the nation's premier law enforcement information management consultancy. Founded in 2008.
- **Auditor**: Crime statistic and police reporting procedure. Conducted large scale crime data and reporting audits. Engaged by agencies accused of falsifying crime statistics or requiring routine audits including Nashville, Milwaukee, Pittsburg CA, and Tallahassee police departments.
- **Industry Expert:** Consultant specializing in police reporting and records management systems and process improvement, UCR/NIBRS, public records law. Presenter for the International Association of Chiefs of Police, Michigan Law Enforcement Records

Association, CA Law Enforcement Association of Records Supervisors, Florida Property & Evidence Association, Louisiana Chiefs of Police Association, and the Colorado County Sheriff's Association.

- **Industry Expert:** Featured in Police Magazine, Law Officer Magazine, Fox News 58, Houston Chronicle, Journal Sentinel, GCN Magazine.
- **Expert Trainer:** Developed and presented proprietary training courses for police agencies across the U.S. in public records, UCR/NIBRS and records management.

Ed has extensive experience managing records management system (RMS) implementations, public records compliance, and crime statistics audits. He is a published industry expert and a frequent speaker at conferences such as the International Association of Chiefs of Police (IACP) and state law enforcement records associations.

Kirsty Jones – Consultant

Kirsty Jones brings extensive expertise in conducting records assessments for law enforcement agencies, providing strategic guidance to enhance records management systems and operations. She has successfully led numerous assessments, ensuring agencies align with best practices, legal requirements, and operational efficiency.

Relevant Experience:

- **Lead Consultant for Staffing and Records Assessment – Pueblo, CO Police Department**
  - Evaluated records management processes and identified areas for improvement.
  - Provided strategic recommendations for staffing and workflow enhancements.
  - Focused on optimizing records management to align with best practices and improve operational efficiency.
- **Lead Consultant for Records Management Assessment – Bell Gardens, CA Police Department**
  - Assessed records management systems, ensuring compliance with legal and operational requirements.
  - Recommended enhancements to improve efficiency, transparency, and compliance.
- **Records/ID Administrator – Whatcom County Sheriff's Office (WCSO)**
  - Led a team responsible for firearms, licensing, public records disclosure, and property/evidence.
  - Spearheaded the implementation of county-wide public records software.

    - Upgraded property/evidence management systems to improve workflow and compliance.
    - Developed policies and procedures, as well as job aids for process documentation.
- **Records Manager – Clyde Hill Police Department (CHPD)**
    - Transformed the agency's records management practices to meet best practices and achieve state accreditation in just over two years.
    - Managed all records and evidence functions, in addition to serving as the state accreditation manager.
    - Streamlined processes, including purging records for the first time, and ensured compliance with state and national standards.
- **Instructor and Course Developer**
    - Developed and taught records management courses for organizations such as NAGARA, LEIRA, WAPRO, and Washington's law enforcement records management association.
    - Actively contributes to the development of the records management profession through educational outreach and knowledge sharing.

With decades of combined experience in law enforcement records management, public records compliance, and operational assessments, PRI delivers industry-leading consulting tailored to each agency's unique needs. Our team has hands-on experience in records operations and compliance auditing. Whether conducting an operational assessment or a compliance audit, PRI provides actionable, sustainable solutions that enhance efficiency and ensure legal adherence.

3. Experience Working with Similar-Sized Municipalities

PRI has a proven track record of partnering with municipalities similar in size to the Town of Firestone, offering customized solutions to meet the unique operational needs of mid-sized police departments. Our team has worked with numerous agencies to tackle challenges such as improving records management efficiency, ensuring compliance with state and federal regulations, and enhancing operational workflows.

For example, PRI assisted the City of Glendale Police Department in addressing increasing workloads and operational inefficiencies. Our team conducted a comprehensive operational assessment, which included evaluating existing workflows, analyzing staffing levels, and reviewing records management practices. Based on our findings, we developed scalable workflows to streamline processes such as report processing, data entry, and public records request handling, all while ensuring compliance with key regulations like NIBRS, CCJRA, and CORA.

These efforts resulted in a smoother transition to improved operations, enhanced efficiency, and a sustainable framework designed to support future growth and evolving demands.

Similarly, PRI was engaged by the El Monte Police Department to assess their records management operations. This comprehensive assessment included evaluating workflows, reviewing records management practices, and ensuring compliance with industry standards. PRI provided actionable recommendations to streamline processes, enhance quality control measures, and optimize the use of their Records Management System (RMS).

The recommendations helped improve operational efficiency, ensured compliance with regulations, and laid the groundwork for future technological advancements and growth.

PRI's approach focuses on delivering practical, actionable solutions that reflect the realities faced by mid-sized departments. We understand the resource limitations, need for flexibility, and the imperative to meet compliance requirements without overburdening personnel. Our recommendations are designed to streamline operations while ensuring that each solution is both impactful and sustainable.

By leveraging our extensive experience working with similar-sized municipalities, PRI is uniquely positioned to provide Firestone's Police Department with tailored insights and strategies that will not only address current challenges but also prepare the department for future operational demands.

4. Agencies Where Similar Work Has Been Conducted

Pueblo Police Department, CO, Records Assessment

The Pueblo Police Department partnered with PRI to conduct a comprehensive business process assessment focused on enhancing the operational efficiency of its Records Unit. This assessment concentrated on evaluating and documenting existing workflows (as-is), identifying inefficiencies, and designing optimized workflows (to-be) to align with best practices and operational goals.

PRI conducted a detailed review of process interdependencies within the Records Unit to ensure all functions supported compliance with statutory requirements and industry standards. By analyzing critical workflows such as records intake, processing, and dissemination, PRI identified opportunities to streamline operations, reduce redundancies, and enhance service delivery.

The recommendations provided were centered on improving the Records Unit's operational effectiveness through enhanced process designs, procedural updates, and workflow optimizations. This business process-focused approach ensured that the unit was better equipped to handle current and future demands while maintaining compliance and efficiency across all records management operations.

Pueblo Police Department	
Contact Name:	Jenna Ingo
Phone:	719-553-2534
Email:	jingo@pueblo.us
Address:	200 S Main St, Pueblo, CO 81003
Project Type:	Records Staffing Assessment

Commerce City Police Department, CO, Records Assessment

PRI was contracted by the Commerce City Police Department to conduct a comprehensive assessment and improvement initiative focused on records management operations. The project involved evaluating existing workflows, policies, and procedures to identify inefficiencies and opportunities for optimization. PRI employed a structured project management approach, breaking the initiative into distinct phases with clear milestones, enabling regular progress monitoring and ensuring adherence to timelines.

To enhance overall operational efficiency, PRI also completed a detailed business process analysis, documenting the current (as-is) state of workflows and designed optimized (to-be) processes tailored to the department's needs. This included identifying and addressing gaps in compliance with statutory requirements and industry standards, such as NIBRS reporting. PRI's recommendations focused on streamlining processes, improving resource allocation, and ensuring the department was equipped for future growth and technological advancements.

Commerce City Police Department	
Contact Name:	Matt Archuleta
Phone:	303-289-3621
Email:	marchuleta@c3gov.com
Address:	7887 E 60th Ave Commerce City, CO 80022
Project Type:	Records Staffing Assessment

El Monte Police Department, CA, Records Assessment

PRI was contracted by the El Monte Police Department to conduct an independent assessment of the department's records management operations. The purpose of the assessment was to evaluate current business processes, assess compliance with best practices, and provide actionable recommendations for improvement. PRI's involvement focused on optimizing operations, ensuring statutory compliance, and supporting the department's continued evolution in records management.

As part of the assessment, PRI reviewed the Records Bureau's operations, identifying areas for improvement and providing a detailed written report of findings. This report addressed key areas such as records management practices, quality control methods, and compliance with regulatory standards. PRI also assessed existing workflows and drafted optimized "to-be" processes and business approaches, documenting their impact on staffing, operations, and the expected results of recommended changes.

In addition, PRI reviewed current records policies and provided recommendations for necessary updates, ensuring they aligned with evolving standards and best practices. The team also focused on enhancing quality control methods, proposing process improvements to ensure greater efficiency and compliance.

Throughout the assessment process, PRI also provided training to staff on the new workflows, business processes, and operational changes to ensure smooth implementation and adoption of the recommended improvements.

El Monte Police Department	
Contact Name:	Captain Michael Buckhannon
Phone:	626-580-2103
Email:	MBuckhannon@elmontepd.org
Address:	11333 Valley Blvd. El Monte, CA 91731
Project Type:	Records Staffing Assessment

Colorado State Patrol, CAD/RMS/Mobile/E-Citation Project

Colorado State Patrol contracted with PRI to conduct a comprehensive needs assessment and implementation of an Electronic Citation System, a Records Management System (RMS), and a Computer-Aided Dispatch (CAD) system, across the state.

For the Electronic Citation system, the needs assessment encompasses various aspects, including operational observations, stakeholder interviews, technology evaluation, functional requirements gathering, policy assessment, business process analysis, change management, evaluation of commercial services and software market analysis, options and alternatives assessment, and cost estimation of solution options. The advisory services include developing an acquisition strategy and implementing a solution testing and prototype for electronic citation capability across the state of Colorado.

Similarly, for CAD and RMS, the needs assessment includes analysis of baseline operations, identification of gaps and opportunities in current records and dispatching operations, stakeholder analysis, interviews to collect user experiences, technology evaluation, functional requirements gathering, policy assessment, business process analysis, change assessment, evaluation of commercial services, options and alternatives assessment, and cost estimation of solution options. These assessments aim to inform the selection, implementation, and operation of both systems to meet the organization's technical, functional, and business process requirements effectively.

Colorado State Patrol	
Contact Name:	Doug Oates
Phone:	720-262-0258
Email:	doug.oates@state.co.us
Address:	700 Kipling Street, Lakewood, CO 80215
Project Type:	Needs Assessment- RMS and Electronic Citation

B. Qualifications

1. Project Support Staff

Vedat Mert Sen, Financial Analyst

Vedat is the VP of Finance, overseeing all financial operations, preparing financial statements, analysis, and account reconciliation. He also maintains a budget for each project and manages accounts receivable.

Vedat will play a key role in ensuring that the project stays within budget and financial resources are effectively allocated. As the VP of Finance, he will monitor and track the financial aspects of the project, ensuring that all expenditures are accounted for and within the project's financial constraints. His expertise in financial analysis and budget management will ensure that the project delivers value to the client without exceeding allocated costs.

- M.A. Finance, University of Miami
- Certifications in FINRA Securities Industry Essentials, Series 3 National Commodities Futures, Bloomberg Market Concepts

Amanda Moore, Account Manager

Amanda is an Account Manager, serving as a customer service representative for each project, ensuring all client needs are met. She previously worked as a highly skilled and accomplished Police Records Manager with the Commerce City, CO Police Department, with a proven track record of efficiently overseeing and maintaining law enforcement records and software systems.

Amanda will be the main point of contact for the client, ensuring that all communication, logistics, and support needs are met throughout the project. With her background in law enforcement records management, she will be able to bridge the communication between the client and the consulting team, ensuring that the client's specific needs and expectations are clearly communicated. She will also be instrumental in managing client relationships, gathering feedback, and ensuring that the project stays aligned with the client's goals. Her role will ensure that the project runs smoothly from start to finish and that the client's requirements are continuously addressed.

- B.S. Business Management, Metropolitan State University, Denver
- Northwestern University Center for Public Safety, School of Police Staff and Command Class #504

2. In-House Expertise

PRI has the expertise and resources to complete this project entirely in-house. Our team consists of experienced professionals specializing in law enforcement records management, workflow analysis, and NIBRS compliance. We have successfully conducted similar operational assessments for police departments nationwide, providing detailed process evaluations and workflow optimizations to enhance records management efficiency. Our expertise also includes auditing NIBRS entries, ensuring data integrity, and delivering staff training on best practices and new workflows. Given our extensive experience and specialized knowledge, no external assistance will be required to fulfill the scope of work outlined in this project.

C. Fees

1. Detailed List of Principal and Support Personnel Rates

Principal Personnel

Ed Claughton – Senior Consultant / Records Management Expert
Hourly Rate: $175/hour

Responsibilities: Lead assessments, conduct strategic planning, provide guidance on records management optimization, deliver client-facing presentations, ensure compliance with industry regulations.

Kirsty Jones – Principal Consultant / Law Enforcement Records Expert
Hourly Rate: $175/hour
Responsibilities: Lead records assessments, evaluate law enforcement records management processes, recommend staffing and workflow improvements, ensure public records compliance, and offer specialized guidance.

Support Personnel

Vedat Mert Sen –Financial Analyst
Hourly Rate: $75/hour
Responsibilities: Oversee financial operations, prepare financial statements, conduct analysis, manage project budgets, and ensure financial compliance and efficiency.

Amanda Moore – Account Manager
Hourly Rate: $100/hour
Responsibilities: Serve as the customer service representative for each project, ensure client satisfaction, assist in tailoring consulting services, and support clients in communicating project needs to stakeholders.

Principal Role	**Hourly Rate**
Ed Claughton, Senior Consultant/Project Lead	$175/ hour
Kirsty Jones, Consultant	$175/ hour
Support Personnel Role	
Amanda Moore, Account Manager	$100/hour
Vedat Mert Sen, Financial Analyst	$75/ hour

2. Comprehensive list of all applicable billable rates and expenses

Task	Billable Rate (Hourly)	Estimated Hours	Total Estimated Cost
Review current workflows and procedures	$175	40	$7,000.00
Map suggested workflows for processes & tasks	$175	24	$4,200.00
Review NIBRS code tables for accuracy	$175	40	$7,000.00
Evaluate quality control practices	$175	16	$2,800.00
Train Records Unit staff	$175	24	$4,200.00
Provide a detailed report, process mapping & presentation	$175	40	$7,000.00
***Travel Expenses:**			**$6,000**
Total Project Cost:			**$38,200**

*Travel expenses are anticipated and will include airfare, lodging, and per diem for on-site work, with a not-to-exceed limit.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.e **Discussion/Action** **Meeting Date:** April 9, 2025 **Initiated By:** Katie Hansen **Department:** Administration

AGENDA ITEM

Resolution 25-46: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A RENEWAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CIVICPLUS LLC PERTAINING TO VARIOUS SOFTWARE SOLUTIONS FOR LOCAL GOVERNMENT

RECOMMENDATION

Staff recommends approval of Resolution 25-46.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

To better manage contract renewal dates and streamline invoicing, Town Staff has collaborated with CivicPlus to consolidate all currently used product agreements into a single contract with a uniform renewal date at the start of the calendar year. The following products are included in this agreement:

- NextRequest
- CivicEngage
- AudioEye
- CivicOptimize
- ArchiveSocial
- MuniCode
- CivicClerk

Due to the varying renewal dates of current agreements, some services will include pro-rated costs throughout 2025 to align all contracts with the new January 1st renewal date.

Funding for these products has been allocated within the 2025 budgets of the Communications & Marketing Department, the Town Clerk’s Department, and the I.T. division. In accordance with our purchasing policy, this agreement does not commit any future funds that have not been appropriated.

FINANCIAL CONSIDERATIONS

The 2026 annual renewal amount is $75,321.86.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

- Uphold Fiscal Integrity
- Organizational Objectives

ATTACHMENTS

1. Resolution 25-46 CivicPlus Renewal
2. CivicPlus_Multi-Product Renewal_2025

RESOLUTION NO. 25-46

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A RENEWAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CIVICPLUS LLC PERTAINING TO VARIOUS SOFTWARE SOLUTIONS FOR LOCAL GOVERNMENT

WHEREAS, in the past the Town of Firestone ("Town") has contracted with CivicPlus, LLC ("CivicPlus") for various CivicPlus products on an individual application or software solution basis and in such amounts that each such agreement could be approved and executed administratively; and

WHEREAS, Town Staff has negotiated with CivicPlus to consolidate all the CivicPlus products currently used by the Town under a single renewal agreement for a contract amount that exceeds the Town Manager's authority to execute pursuant to the Town's current Purchasing Policy; and

WHEREAS, the Board of Trustees finds that entering into the renewal with CivicPlus is in the best interest of the Town and its citizens.

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

Section 1. The Renewal Agreement between the Town of Firestone and CivicPlus, LLC is hereby approved in substantially the same form as the copy attached hereto as **Exhibit A** and made a part of this resolution. The Mayor is authorized to execute and deliver the Renewal Agreement on behalf of the Town.

PASSED AND ADOPTED this 9th day of April, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

EXHIBIT A
[Civic Plus Renewal Agreement]

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client:
CO – Firestone – Multi-Product - Statement of Work

NextRequest

QTY	ITEM	PRODUCT TYPE
1	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	Renewable
1	NextRequest Pay Annual maintenance and support fee	Renewable

Annual Recurring Services – Initial Term (10/14/2024-10/31/2025)	USD 12,288.00
Annual Recurring Services – First Renewal (11/2/2025-12/31/2025)	USD 2,048.00
Annual Recurring Services – Second Renewal (1/1/2026-12/31/2026)	USD 12,902.40

CivicEngage/Accessibility

QTY	ITEM	PRODUCT TYPE
1	Annual Fee for Hosting and Support	Renewable
1	AudioEye Managed: http://www.firestoneco.gov/	Renewable
1	CivicSend Communication Platform Annual Fee	Renewable
1	48 month Redesign Ultimate Annual – CivicEngage Central	Renewable

Annual Recurring Services – Initial Term (2/1/2025-1/31/2026)	USD 16,796.25
Annual Recurring Services – First Renewal (1/31/2026-12/31/2026)	USD 16,166.39

CivicOptimize

QTY	ITEM	PRODUCT TYPE
1	Forms & Apps	Renewable
1	Data Manager Module	Renewable
1	OB Connectors, PA	Renewable
1	Workflow & Approvals Module	Renewable
1	Annual Professional Services – 5 hours	Renewable
1	Scheduling Module	Renewable
1	Single third party integration for Integration Hub – Laserfiche	Renewable
1	SDK & Developer Tool Module	Renewable

Annual Recurring Services – Initial Term (10/31/2024-10/30/2025)	USD 15,075.00
Annual Recurring Services – First Renewal (11/1/2025-12/31/2026)	USD 2,512.50
Annual Recurring Services – Second Renewal (1/1/2026-12/31/2026)	USD 15,828.75

ArchiveSocial

QTY	ITEM	PRODUCT TYPE
1	ArchiveSocial- Economy Renewal	Renewable

Annual Recurring Services – First Renewal (1/1/2025-12/31/2025)	USD 4,397.40
Annual Recurring Services – Second Renewal (1/1/2026-12/31/2026)	USD 4,617.27

Code and Supp

QTY	ITEM	PRODUCT TYPE
6	Printed Copies and Freight Included – up to (#) copies Renewal	Renewable
1	Full-Service Supplementation Subscription Renewal	Renewable
1	Quarterly Print Supplementation Service Included Renewal	Renewable

1	Custom Online Code Hosting Renewal	Renewable
1	Custom Ordbank Subscription Renewal	Renewable
1	Supplement PDF Renewal	Renewable
1	MuniPro Subscription Renewal	Renewable
1	MuniPro Additional License Renewal	Renewable

Annual Recurring Services – First Renewal (1/1/2025-12/31/2025)	USD 6,584.87
Annual Recurring Services – Second Renewal (1/1/2026-12/31/2026)	USD 6,584.87

CivicClerk

QTY	ITEM	PRODUCT TYPE
1	CivicClerk Annual Fee – Custom Renewal	Renewable
1	CivicPlus Media: Annual Fee Renewal	Renewable
1	CivicPlus Media: Closed Captions/ Transcription for Live	Renewable

Annual Recurring Services – First Renewal (1/1/2025-12/31/2025)	USD 18,306.78
Annual Recurring Services – Second Renewal (1/1/2026-12/31/2026)	USD 19,222.18

ARR Total	USD 73,448.30
Prorated Total	USD 4,560.50
2026 Renewal Total	USD 75,321.86

1. This renewal Statement of Work ("SOW") is between Firestone, CO ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term from 10/14/2024 until 12/31/2026 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Annual Recurring Services for the Initial Term shall be invoiced on the first day of the Initial Term as listed in the line items above and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term, beginning on 1/1/2027. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax