

Divide Fire Protection District

Public Meeting of the Board of Directors
July 9th, 2024
6:00 P.M.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Review and Approve Agenda
- 4) Review, Approve, and Sign Minutes of Prior Meetings
- 5) Public Comments
- 6) Visitors –Fire Adaptive Lara Thomas, NoFloCo Don Moore
- 7) Executive Session - Executive Session to discuss personnel matters related to Chief McCleod, pursuant to §24-6-402(4)(f), C.R.S.
- 8) Financial & Administrative Matters
 - A) Financial Matters
 - B) Purchase Orders
 - C) Other Administrative Issues
- 9) Chief's Report
 - A) Board Business Meeting Attendees
- 10) Old Business
 - A) Policies/Handbook
 - i. Workers Comp Drug Testing
 - ii. Paid Employee Hour Reporting
 - B) 5 Year Plan
 - C) Audit
 - D) Volunteer Funds Discussion
 - E) Chief Performance Review
- 11) New Business
 - A)
- 12) Adjournment



DIVIDE FIRE PROTECTION DISTRICT

Board of Directors Meeting

Shoemaker Fire Station, 103 Cedar Mountain Road (Mail: PO Box 941), Divide Colorado, 80814
July 9th, 2024 at 6:00 p.m.

MINUTES OF THE REGULAR MEETING

1. Call to Order

President Josh Weatherill called to order the regular meeting of the Board of Directors of the Divide Fire Protection District (DFPD) at 6:00 p.m.

Board members present:

Josh Weatherill – President
Allison Mosser – Treasurer
Dennis Luttrell – Director

Steed Lopez – Vice President
Mary Lynne Babiarz – Secretary

Director Babiarz departed early at 8:17 p.m.

2. Pledge of Allegiance

3. Review and Approve Agenda

Motion by Director Lopez to approve the agenda. Second by Director Luttrell. The motion passed unanimously.

4. Review, Approve, and Sign Minutes of Prior Meetings

Motion by Director Babiarz to approve the minutes of the previous month's regular meeting. Second by Director Luttrell. The motion passed unanimously.

5. Public Comment – none.

6. Visitors – Fire Adaptive Lara Thomas, NoFloCo Don Moore – Lara Thomas presented to the board information about the ASIP class which Divide Fire has been requested to host in October. The class is an NFPA class hosted by one of four qualified instructors in the nation, and is the result of a collaboration between NFPA and CSFS, who will be paying for the class. Fire Adaptive is functioning as the intermediary to identify locations and coordinate the class with local agencies. NoFloCo, represented at the meeting by Don Moore, is one of the local partners who assisted in identifying Teller County as a potential location for the class. Don Moore introduced himself and NoFloCo to the board.

Chief McLeod has identified a time in October when the class could be held at Divide Fire and is working with the Teller County Chiefs to coordinate interest and local attendance.

The board acknowledged that the class is valuable education for the District, but expressed strong concern due to previous social media posts made by NoFloCo that seemed to criticize and demean local fire chiefs and officials. This perception was voiced to the board and Chief by members of the community and was not appreciated by Divide Fire. The board wants to support the efforts to bring the class to Teller County, but does not wish to participate in or take sides in any political disagreements between NoFloCo and Teller County officials. Divide Fire's commitment and priority are the tax-payers and residents of our District.

Mr. Moore's wife Toni Moore, who was also present, apologized for the previous social media posts and expressed that was not her intention. The board wanted to make it very clear that the District does not want to be involved in any political disputes and particularly does not want to be involved in social media posts referencing any such disputes. Mr. Moore brought up his first amendment rights which President Weatherill acknowledged, while reiterating that Divide Fire does not want to be involved or associated with that in any way. Director Babiarez suggested that perhaps the role of promotion on social media could be deferred to Divide Fire. Ms. Moore agreed that possibly posts or promotion could be run by all parties before being published to a wider audience. Ms. Thomas reiterated her role as intermediary and hopes to assist in meeting the common goals of bringing the class to Teller County. Although the contract for the class has not yet been completed by NFPA and CSFS, planning will proceed for now to host the class at the Divide Fire station training room, with everyone aware of the concerns that were voiced at the meeting. The board agrees to move forward at this time because of the benefits the training will provide to District constituents. This decision should not be construed as endorsement or any stand taken in regards to NoFloCo or their collaboration in this project.

6. Executive Session – President Weatherill called to order an executive session at 7:07 p.m. to discuss personnel matters related to Chief McCleod, pursuant to §24-6-402(4)(f), C.R.S. The session took a break at 8:17 p.m., when Director Babiarez departed. The session resumed again at 8:31 p.m. with Chief McLeod joining the session. The session was adjourned at 9:17 p.m. via a motion and second from Director Mosser and Director Lopez.

7. Financial & Administrative Matters

A. Financial Reports – attached.

B. Purchase Orders – none

Motion by Director Lopez to approve the financials, bills, and purchase order. Second by Director Luttrell. The motion passed unanimously.

C. Other Administrative – Motion by Director Mosser to approve the cost of replacing the front fence which is roughly \$2000 over the budgeted amount, and holding the replacement of carpet until next year. Second by Director Lopez. The motion passed unanimously.

8. Chief's Report – attached. In addition, Chief McLeod reported hiring of Joe Enna and Cassandra Landrum to part time positions.

A. Board Meeting Attendees - Business meeting for August 5th Director Mosser will attend with Director Luttrell as backup.

9. Old Business

A. Policies / Handbook

1. Workers Comp Drug Testing – Diana Perkins provided the board with an updated instruction page incorporating several of the board suggestions to improve the procedure and ensure a drug test takes place. Director Mosser reported that input from the lawyer was limited and many topics were referred to the District’s workers comp provider. She will follow up with Diana Perkins for questions to be asked to the provider. The board asked Chief McLeod to work on some definitions for what “light duty” could entail and when it might be better to let worker’s comp cover the employee instead of placing the employee on light duty.

2. Paid Employee Hour Reporting – Attached. Changes were submitted to the handbook for sections 6.2.3, 4, and 5 regarding time sheets, overtime, and training hours. Motion by Director Luttrell to approve the updates, second by Director Lopez. The motion passed unanimously. Diana Perkins also reported she purchased a new timecard program and that the employees were set up and reporting.

B. 5 Year Plan – tabled.

C. Audit – The board signed the management representation letter and the letter to request an audit extension.

D. Volunteer Funds Discussion – Tabled due to absence of Deputy Chief Kennedy who was taking the lead on this topic.

E. Chief Performance Review – The board discussed the review with Chief McLeod during executive session. This item is completed.

10. New Business

A. none.

11. Adjournment

Motion by Director Lopez to adjourn the meeting. Second by Director Mosser. The motion passed unanimously. The meeting was adjourned at 10:15 p.m. The next regular meeting will take place on Tuesday, August 13th, 2024, at 6 p.m.

APPROVAL

We attest that the foregoing minutes, which have been approved by the affirmative majority vote of the Board of Directors of the Divide Fire Protection District, are a true and accurate record of the meeting held on the date stated above.

Mary Jane Bauer
Name and Title
[Signature]
Name and Title

08/13/24
Date
08/13/24
Date

Divide Colorado ASIP Course Planning

7/9/24

In Attendance:

40 -
20 local
10 CF
10 Faco

1. Today's Goals
 - a. Updates Overview (Lara) (5)
 - b. Roles Overview & Timeline & Next Steps (15)
 - c. Time for Partner Communications & Introductions (20)
2. Updates
 - a. No confirmed contract... NFPA & CSFS having some delays with payment (delays are expected and normal)
 - i. From CSFS "no hiccups" just waiting
 - b. Current enrollment on hold - wait for contact confirmation?
 - i. 2 from FFPD, 1 from LGFPD, 2 from watershed collaboratives
 - ii. Social media use?
 - iii. "ASIP for leaders" in the future? Online on July 19th 9-11 am
 - iv. NoFloCo's Resident event for Home hardening July 29th
3. Roles:
 - a. NoFloCo
 - i. Advocate interest in course to FACO & CSFS
 - ii. Identify potential course venues & dates
 - iii. Complete intake call for course intent & timeline
 - iv. Determine lunch plans
 - v. Support enrollment
 - b. Divide Fire
 - i. Block calendar & provide venue with presentation equipment
 - ii. Support enrollment
 - c. FACO
 - i. Create enrollment form & share with team
 - ii. Monitor enrollments, push to larger network if under enrolled
 - iii. Make sure NFPA course materials arrive, classroom is set to their specifications, classroom is returned to Divide Fire's specifications
 - iv. Communications with CSFS & NFPA about intent for course, dates, and enrollment
 - v. Manage the "after course" needs for the participants to ensure they get certificates & resolve tech issues
 - vi. Ensure all communication between partners and & course organization is effective
 - d. Next Steps
 - i. Help identify homes for home site assessment - Divide Fire ?
 1. No more than 15 mins from venue, 3-5 homes
 2. Contact these homeowners for permissions
 - ii. FACO: August 15th- send a report of enrollment numbers & names. Suggest enrollment next steps
 1. Sept 18th 1 week before enrollment closes - #s names & suggestions
 2. Sept 25th 2 week period before course (enrollment is closed, Lara finalizing course preparation & will send updates)

Divide Fire Protection District
Budget Performance
June 2024

		Jun 24	YTD	Annual Budget	Difference
2 - Fund Accounts					
	100 · Unreserved General Fund	0.00	0.00	329,000.00	329,000.00
	105 · Unreserved Volunteer Funds	0.00	0.00	25,000.00	25,000.00
	115 · TABOR Reserves	0.00	0.00	16,000.00	16,000.00
Total 2 - Fund Accounts		0.00	0.00	370,000.00	370,000.00
4000 · Revenues					
	4310 · Net General Property Tax	208,504.02	790,971.24	905,544.00	114,572.76
	4311 · Legislative Backfill	0.00	62,791.00	60,840.00	(1,951.00)
	4312 · Interest County Treasurer	103.89	143.18	350.00	206.82
	4315 · Specific Ownership Tax	8,456.42	38,926.07	40,000.00	1,073.93
	4325 · Teller County EMS/VFA Grants	0.00	0.00	2,500.00	2,500.00
	4330 · State Gaming Grant	0.00	0.00	15,000.00	15,000.00
	4340 · Special Incident Revenue				-
	4341 · Special Incident DFPD Vehicles	0.00	0.00	10,000.00	10,000.00
	4342 · Special Incident - Personnel	0.00	0.00	30,000.00	30,000.00
	Total 4340 · Special Incident Revenue	0.00	0.00	40,000.00	40,000.00
	4344 · Cost Recovery	0.00	0.00	2,000.00	2,000.00
	4345 · Interest Income	3,408.51	12,514.38	1,500.00	(11,014.38)
	4360 · Volunteer Revenue	210.00	1,570.00	20,000.00	18,430.00
	4370 · Plan Review Revenue	0.00	0.00	2,000.00	2,000.00
	4397 · Other Grant Revenue	0.00	889.67		(889.67)
	4398 · Misc. Operating Income	0.00	5,000.00		(5,000.00)
	4399 · Miscellaneous Revenue	1,059.45	1,185.86	2,500.00	1,314.14
Total 4000 · Revenues		221,742.29	913,991.40	1,092,234.00	178,242.60
		221,742.29	913,991.40	1,462,234.00	548,242.60
5400 · Admin Exp					
	5401 · Payroll Tax Expenses	441.27	3,789.82	26,991.28	23,201.46
	5402 · Payroll Expenses	36.00	237.25		(237.25)
	5405 · Payroll - District Employees	18,630.83	119,888.38	327,838.00	207,949.62
	5407 · Payroll - Incident Response	0.00	2,004.90	30,000.00	27,995.10
	5408 · Payroll - Volunteer Stipends	0.00	7,325.00	10,000.00	2,675.00
	5409 · Employee Benefits	6,766.10	40,665.99	116,688.00	76,022.01
	5415 · County Treasurer Fee	6,258.25	24,149.02	11,500.00	(12,649.02)
	5420 · Director's Fees	500.00	2,900.00	6,000.00	3,100.00
	5427 · Employee Recruitment	0.00	0.00	10,000.00	10,000.00
	5430 · Employee/Volunteer Screening	0.00	222.49	1,000.00	777.51
	5435 · Employee/Volunteer Retention	558.98	8,104.73	13,000.00	4,895.27
	5440 · Subscriptions & Data	192.00	14,640.10	17,345.00	2,704.90
	5445 · Office Supplies/Expenses	235.11	1,610.32	10,000.00	8,389.68
	5450 · Annual Audit	0.00	0.00	9,000.00	9,000.00
	5460 · Legal Fees	0.00	390.50	7,000.00	6,609.50
	5465 · Public Relations	390.20	1,323.33	11,000.00	9,676.67
	5470 · Plan Review Costs	0.00	0.00	2,000.00	2,000.00

Divide Fire Protection District
Budget Performance
 June 2024

	Jun 24	YTD	Annual Budget	Difference
5475 · Notice Publication , etc.	0.00	0.00	400.00	400.00
5480 · Insurance	0.00	41,738.00	42,000.00	262.00
5490 · Pension Plan	0.00	0.00	12,000.00	12,000.00
5495 · Volunteer Expenses	139.55	21,159.05	20,200.00	(959.05)
5499 · Administrative Contingency	0.00	0.00	15,000.00	15,000.00
Total 5400 · Admin Exp	34,148.29	290,148.88	698,962.28	408,813.40
5500 · Operating				-
5505 · Training	2,265.00	18,216.03	38,200.00	19,983.97
5510 · Building/Ground Supplies	147.89	10,439.08	21,950.00	11,510.92
5520 · Propane-Natural Gas	0.00	2,429.29	5,000.00	2,570.71
5525 · Electric	285.12	1,792.99	3,600.00	1,807.01
5535 · Medical Supplies & Fees	73.39	6,246.60	12,200.00	5,953.40
5540 · Fire Fighting Supplies	1,384.50	1,834.50	26,030.00	24,195.50
5541 · Fire Fighting R/M	0.00	4,372.08	7,100.00	2,727.92
5543 · Rescue Supplies & Expense	0.00	288.60	2,000.00	1,711.40
5545 · Vehicle Supplies & Fuel	833.91	4,720.71	16,500.00	11,779.29
5546 · Vehicle R/M	903.44	13,357.75	33,000.00	19,642.25
5560 · Comm. Supplies & Repairs	0.00	11,075.20	10,050.00	(1,025.20)
5570 · Safety-Uniforms & Equipment	0.00	3,593.84	8,000.00	4,406.16
5581 · Incident Expenses - Non-Reimb	0.00	0.00	4,000.00	4,000.00
5582 · Incident Expenses - Reimb	0.00	0.00	3,000.00	3,000.00
5599 · Operational Contingency	0.00	0.00	30,000.00	30,000.00
Total 5500 · Operating	5,893.25	78,366.67	220,630.00	142,263.33
5600 · Capital Ex				-
5606 · Capital Reserve-Bldg & Veh	0.00	0.00	305,000.00	305,000.00
5610 · Building & Grounds	0.00	0.00	27,000.00	27,000.00
5620 · Incident Vehicle Reserve	0.00	0.00	25,000.00	25,000.00
5625 · Capital Equipment	0.00	12,080.01	31,000.00	18,919.99
5655 · Vehicle Lease Payments	0.00	96,283.28	100,535.65	4,252.37
5699 · Capital Contingency	0.00	0.00	30,000.00	30,000.00
Total 5600 · Capital Ex	0.00	108,363.29	518,535.65	410,172.36
	40,041.54	476,878.84	1,438,127.93	961,249.09
	181,700.75	437,112.56	24,106.07	

Banking Accounts	6/1/2024	Deposits	Withdrawals	6/30/2024
Vectra Main	28,559.56	37,759.45	37,276.76	29,042.25
ColoTrust	583,388.95	214,052.30	37,000.00	760,441.25
ColoVolunteer	36,545.63	162.29	-	36,707.92
Balances after current bill payments				
Vectra Main	46,189.20			
ColoTrust	725,441.25			
ColoVolunteer	36,707.92			

Divide Fire Protection District
Bank Activity
06/14/24-07/09/2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
							45,900.26
			Voided Check		135.00		46,035.26
Liability Check	06/14/2024	E-pay	US Treasury	84-1527498 QB Tracking # 421508306		76.50	45,958.76
Deposit	06/14/2024			Deposit	759.45		46,718.21
Liability Check	06/20/2024		QuickBooks Payroll Service	Created by Payroll Service on 06/18/2024		6,123.45	40,594.76
Liability Check	06/21/2024	E-pay	US Treasury	84-1527498 QB Tracking # -522651186		786.92	39,807.84
Liability Check	06/21/2024	eft	Fire & Police Pension Association	Acct# 787-5		2,042.58	37,765.26
Check	06/21/2024	eft	Vectra Bank	Diana CC payment		657.69	37,107.57
Check	06/21/2024	eft	Vectra Bank	JT CC payment		2,926.27	34,181.30
Check	06/21/2024	eft	Vectra Bank	Dustin CC payment		165.41	34,015.89
Bill Pmt -Check	06/26/2024	eft	Met Life	TS05348811 0079		186.78	33,829.11
Bill Pmt -Check	06/28/2024	eft	Public Sector Health Group			4,773.86	29,055.25
Check	06/30/2024			Service Charge		13.00	29,042.25
Liability Check	07/03/2024		QuickBooks Payroll Service	Created by Payroll Service on 07/02/2024		7,968.47	21,073.78
Liability Check	07/05/2024	E-pay	US Treasury	84-1527498 QB Tracking # 121536814		1,338.70	19,735.08
Liability Check	07/05/2024	eft	Fire & Police Pension Association	Acct# 787-5		2,042.58	17,692.50
Bill Pmt -Check	07/08/2024	eft	Wex	fuel		833.91	16,858.59
Liability Check	07/09/2024	eft	Colorado Department Of Revenue	41-01556		1,816.00	15,042.59
Liability Check	07/09/2024	eft	Colorado State Treasurer	610429.00-4		111.61	14,930.98
Paycheck	07/09/2024	12534	Babiarz, Mary Lynne			92.35	14,838.63
Paycheck	07/09/2024	12535	Lopez, Aristed			92.35	14,746.28
Paycheck	07/09/2024	12536	Luttrell, Dennis			92.35	14,653.93
Paycheck	07/09/2024	12537	Mosser, Allison M			92.35	14,561.58
Paycheck	07/09/2024	12538	Weatherill, Joshua M			92.35	14,469.23
Bill Pmt -Check	07/09/2024	12539	Black Hills Energy	Acct# 0423 1057 73		82.55	14,386.68
Bill Pmt -Check	07/09/2024	12540	Bound Tree Medical	medical supplies		73.39	14,313.29
Bill Pmt -Check	07/09/2024	12541	Colorado Wildland Fire Academy			380.00	13,933.29
Bill Pmt -Check	07/09/2024	12542	Core Electric Cooperative	electric		285.12	13,648.17
Bill Pmt -Check	07/09/2024	12543	Delta Fire & Safety			1,384.50	12,263.67
Bill Pmt -Check	07/09/2024	12544	Enna, Joe	fire trng food		40.87	12,222.80
Bill Pmt -Check	07/09/2024	12545	Lownie, Andrew	tr food		31.00	12,191.80
Bill Pmt -Check	07/09/2024	12546	Mac Weld	B22		650.00	11,541.80
Bill Pmt -Check	07/09/2024	12548	Taylor Auto Wash	car wash		89.57	11,452.23
Bill Pmt -Check	07/09/2024	12549	Woodland Hardware & Rental			40.60	11,411.63
Bill Pmt -Check	07/09/2024	12550	NAPA Auto Parts	supplies		145.93	11,265.70
General Journa	07/09/2024	851		Transfer ColoTrust to Vectra Main	35,000.00		46,265.70
					35,894.45	35,529.01	46,265.70
					35,894.45	35,529.01	46,265.70



Chief's Report

July 9, 2024

Member Counts: 34 Active members, 2 Applicants, 4 Reserve, 3 Associate (June numbers)

Incidents: 243 Total Responses as of June 30. Up 19 calls from this time last year.
Single Responder (Volunteer): 5 Calls
Only Paid responder with 1 or less Volunteer: 16 No Divide Response: 3

Membership:

- We still have one of our main responders that have not completed HR Training. They are essentially on suspension until they complete, he is being contacted.

Training:

- Training last month on Vehicle Extrication/Fires, EMS covered heart issues and conditions, and new back country litter training in Tech Rescue.
- Sand Table Exercises with OEM and area Chiefs/Officers.
- Red Card/RT-130: Currently we have 22 members with S130/190. 16 of those have completed their annual refresher. 7 members currently passed the arduous pack test, these numbers include the paid firefighters, they are current.
- DFPC Mobile Pump Simulator was a great success.

Vehicle Status:

- ATV/UTVs are in need of some attention, I have a list.
- All apparatus has passed the DOT Inspections/Pump Testing.

Chief Activities:

- ESO Meeting and Migration. September 1 is our new live date.
- Colorado State Chiefs' Conference Planning.
- Memo for Staff regarding pay, hours assigned/worked, and schedule
- OEM Changes with the county.

Community Activities:

- Brush 20, Chief 20, and Tender 25 at Mueller Outdoor Education Day.

Notable Calls:

1. Mutual Aid Structure Fire with NETCO. 5 responders including myself with two on standby at the station.



Divide Fire Protection District

**PO Box 941
103 Cedar Mountain Rd.
Divide, CO 80814**

**Phone: 719-687-8773
E-Mail: dividefire@dividefire.com**

Injured Member:

- Notify Incident Commander or highest-ranking officer on scene. If you are alone, text or call the Fire Chief or District Administrator.
- Complete a drug test rapid screen at the station administered by an Officer, Board Member, or Fire Tech if the injury does not require emergency medical treatment. Otherwise, a drug test should be requested at the emergency room. In all cases, a drug test should be completed within 24 hours of the injury.
- For life or limb threatening injury, seek immediate medical attention at closest facility.
- Fill out Personal Injury /Infectious Exposure Report within 24 hours of the injury.
- Seek non-urgent medical attention at one of the Designated Medical Providers. If you choose to use a physician other than a designated provider, you may be held responsible for payment.

DFFPD Officers/Chief/Administrator:

- If the member needs immediate medical attention, the member should be accompanied and guided through the necessary steps. Make sure to take "NOTICE TO PROVIDER" form to give to emergency facility.
- Report the injury to the Fire Chief and District Administrator if it has not been reported already.
- The Fire Chief or District Administrator will notify by text the District Board and the Officers and locate someone to accompany the member.
- Ensure that a drug test is completed at the station, at the emergency room, or at a designated provider within 24 hours.
- Ensure that the Personal Injury/Infectious Exposure Report is filled out by the injured member within 24 hours of the injury.
- Deliver Designated Medical Provider Notice to Injured Member and sign the Statement of Notification stating how it was delivered.
- Deliver the Personal Injury/Infectious Exposure Report to the District Administrator.
- The District Administrator will file the Report with the insurance company within 48-72 hours. If for some reason the Administrator is not available to do so within that time frame, the Chief should file the report. Go to www.pinnacol.com. Email is dividefire@dividefire.com, password is Dfpd8773. Click on [Report an Injury](#). Policy number is 4028113. The District Administrator will inform the Board of any claims filed.
- Within three (3) days an Officer should complete and the Fire Chief should sign a DFFPD Accident Investigation Form. The completed form should be placed in the file of the confidential file of the injured member and a copy left for the Administrator to include in the accident file.

see back side for drug testing information >>>>>

6 PAID EMPLOYEES

6.1 Recruitment & Selection

6.1.1 - Nature of Employment - Employment at Will

The District is an At Will Employer. That means that employment with the District is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the District may terminate the employment relationship at will at any time, with or without notice or cause and following any policy included in this Handbook. Supervisory Employees are not authorized to enter into contracts or agreements that contradict or in any way are inconsistent with this policy.

6.1.2 Announcement and Recruitment

Upon the creation of a job opening, either a new or a vacated position, the Chief will notify the District Administrator and the District Board of the opening. The Chief or District Board, as circumstances may require and when appropriate, may assign an employee to fill a vacant position in an acting capacity (Section 6.7) without following the procedure described below.

6.1.3 Applications/Screening

All applicants must submit a timely completed standard application for employment along with other materials as requested to determine the qualifications for the position. The process for hiring an applicant will be determined by the Fire Chief in the case of operational employees and by the District Board in the case of the Fire Chief or District Administrator. The District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, may be grounds for immediate dismissal and forfeiture of accrued benefits, as permitted by law.

6.1.4 Requirements for All Employees

Employees are subject to all requirements in this Handbook unless such is specifically identified as applying only to Volunteers, or clearly applies only to such by the context. The general term Member applies to both Employees and Volunteers. These requirements include but are not limited to completing a background check, driving record check, drug tests, and human resource training after a conditional offer has been made.

6.1.5 Medical Examinations

Medical Examinations may be required to help ensure that prospective employees are able to perform the required essential functions of certain identified positions. Medical examinations may be required prior to actual appointment. After a job offer has been made to an applicant entering such a designated job category, a medical examination may be performed at the District's expense by a health professional of the District's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam, or if the applicant is disabled, upon the ability to make reasonable accommodation. Current employees may be required to take medical exams to determine fitness for duty. Such exams shall be scheduled at reasonable times and intervals and performed at the District's expense. Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially as detailed in Section 2.10.3. Access to this information will be limited only to those personnel who have a legitimate business need.

6.1.6 - Appointment to Acting Capacity

When, in the opinion of the Fire Chief or the District Board, as appropriate, a vacancy occurs which requires immediate filling and it is not feasible to make an immediate regular appointment, the appointing authority may appoint, for a period of up to six (6) months, an employee from another position to fill the vacant position in an "acting" capacity. The Fire Chief or Board has the ability to extend the six (6) month period if the situation warrants it. Upon expiration of the acting appointment, the individual will return to his/her previous position and pay.

6.1.7 - Resignation/Re-Hire:

An employee who resigns in good standing may be eligible for re-hire with the District but shall have no preferential rights to re-employment. An employee resigns in good standing if the employee does not resign under threat of termination, gives the District at least two weeks' notice, and completes necessary exit forms. A resignation may be withdrawn prior to its effective date, if approved by the Chief and/or Board prior to the termination date. The District reserves the right to accept resignation and set the last day of employment duties within the two-week notice period and before the expiration of such period, as work demands permit and as determined to be in the best interest of the District as a whole.

6.2 WAGE AND HOUR POLICIES

6.2.1 - Salary and Wage Structure

Employees will be paid either a salary or an hourly wage depending on their classification of employment. The pay schedule will be reviewed when deemed appropriate and necessary, and adjustments made according to the following priorities:

1. Availability of funds.
2. Merit adjustments.
3. Cost of living may be reviewed for possible adjustment for inflation based upon market data.

The availability of funds criterion recognizes the District's status as a public entity dependent on taxpayer support and demand on public services. Merit adjustments, when applied, will be based on individual performance, attendance and punctuality. The salary plan will generally be reviewed every year as part of the budget process, and changes, if any, will take effect the first of January or as determined appropriate by the Fire Chief or District Board.

6.2.2 Employee Classification

Exempt Employees

The following groups or individuals are classified as exempt employees as defined under FLSA. Supervisory Employees including the following positions:

1. Fire Chief
2. Deputy Fire Chief
3. Other positions that qualify under federal and state requirements

Non-Exempt Employees

The following groups or individuals are classified as non-exempt employees

1. District Administrator
2. Any part-time employees
3. Firefighters/other full-time employees in non-supervisory roles
4. Other positions meeting federal and state requirements

Part-Time Employees

Part time employees are those employees working less than 1600 hours in a calendar year, equating to approximately an average of less than 30 hours per week. Supervisors should monitor the status of part time employees to ensure they will not exceed 1600 hours per calendar year.

6.2.3 Pay Days and Time Sheets

Time sheets must be completed and signed by the employee and the Chief or Supervisor and turned in to the District Administrator no later than 5 p.m. Monday following the close of the pay period. Time sheet should include all hours worked, under any circumstances, including regular shifts, trainings, and emergency call response. Time sheets should include any time taken off work for sick time or paid time off requested. Accurately recording time worked for non-exempt positions is each employee's responsibility. Federal and state laws require the District to keep an accurate record of time worked in order to calculate employees' pay and benefits. Tampering, altering or falsifying time records is strictly prohibited and may result in disciplinary action up to and including termination.

Payday is currently every other Friday (bi-weekly) following the close of the pay period. Payment by direct deposit is available and encouraged. A paystub will be emailed out to you with a record of your paycheck and deposit amount.

6.2.4 Overtime/Work Period

Overtime applies to all employees who are designated non-exempt. All non-exempt employees must obtain written authorization in advance by the Chief/Supervisor prior to working any hours outside their scheduled shift. In case the employee responds to a perceived emergency or urgent response, they must obtain authorization as soon as practical after the incident, but no later than 48 hours after. Authorization for hours outside of scheduled shifts should be communicated in writing, either by email or other written response, and will be held to an essential minimum. Employees who continually work outside their scheduled shifts without receiving prior authorization from their Supervisor may be subject to disciplinary action, up to and including termination. If hours are worked outside of scheduled shifts, the schedule may be adjusted by the Chief/Supervisor during the work period to keep hours worked to the budgeted and scheduled amount. This is entirely at the discretion of the Chief/Supervisor. All hours worked during the work period will be paid in full and not carried over or saved in any way.

Non-exempt, non-firefighter employees shall be paid overtime at one and one-half times the hourly rate for hours over 40 in a standard 7-day work week.

Firefighters will be subject to a 14-day work period, and overtime will be paid after 106 hours worked during such period, in accordance with Section 7(k) of the FLSA.

Overtime for all employees is based on actual hours worked. Time off taken for sick leave, vacation, holidays, or any leave of absence will not be considered hours worked for the purposes of overtime calculations. The Chief is authorized to grant exceptions to the provisions of this section and the granting of overtime pay, based upon any special circumstances that, in the opinion of the Chief, warrant the overtime pay.

The normal duty times for full-time and part-time fire personnel will be 7AM-5PM. This may adjust periodically for completing a duty or in emergency call-backs. This could include Structure Fires, Wildland Fires, or Technical Rescue type responses.

6.2.5 Training & Professional Development

Training and Professional Development may be offered to employees during the year. Training may be Mandatory or Voluntary (at the employee's discretion). Mandatory will be any training identified as a class required for certification or re-certification for maintaining the position in the department. This could also be identified as a mission-essential classes for the goals of the department. Voluntary training will be conferences and workshops that are attended to enhance knowledge, skills, and abilities. Priority for Mandatory training will be given first and Voluntary will be evaluated on a case-by-case basis.

Any training will require the individual to fill out a Training Request form, regardless of cost or locality. The form will reflect if the training is Mandatory or at the employee's discretion and the type of compensation offered. This will be approved by the Fire Chief to ensure the details of the training meets the objectives of the position and department. The employee will then sign the request so there is a clear understanding of the training costs, per diem, compensation, and lodging covered by the district.

Employees attending training will be compensated for all hours worked. If an individual is attending a training class while they would normally be on duty, they will be paid their normal working hours. If the number of hours exceeds = normal duty hours, the employee will be compensated with paid time or flex time. This will be clearly identified when the training request is signed.

If the training and/or professional development is approved by the Fire Chief and/or District Board, the employee will be compensated and is fully covered by Workers Compensation, the same as if they were on duty at our department.

Employees attending training may also be required to bring back the training by way a presentation to our department. This could include a regular training night or a specially scheduled event. This ensures that our department is benefitting from the money spent for an individual to attend a class.

6.2.6 Personal Use of District Vehicles

Some employees may be authorized by the Fire Chief to take a District vehicle to their home during off-duty hours. Such privilege will be granted only on the basis of a recognized need. When such privilege is granted, the vehicle will be transportation to and from District business only.

6.2.7 Administrative Pay Corrections

The District takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the District Administrator or the Chief, so corrections can be made as quickly as possible.

6.2.8 Advances in Pay

In no event will the District provide pay advances.

6.2.9 Termination Pay

Upon termination of employment for any reason, a departing employee shall receive a final paycheck as soon as is possible following regular payroll and administrative availability. Any employee who is terminated or resigns must comply with return of District property and other related policies.

6.3 APPEARANCE AND UNIFORMS POLICY

6.3.1 Uniform Allowance

A \$400.00 allowance at the beginning of each calendar year will be allotted for all full-time positions and a \$200.00 allowance for part-time. If damage occurs to uniforms during the course of performing on duty functions, employees may put in for additional money to replace damaged items. This will be reviewed by the Fire Chief. This allowance may only be used for approved on duty uniform items. An online store will be provided and track individual amounts.

6.3.2 Approved Uniforms

There will be a list of approved uniform items in an on-line store. These items will be approved for on duty use. Uniforms will be kept clean and professional in appearance. The level of uniform will meet the mission and duties for the day.

Class A Dress Uniform:

Approved for use during ceremonies and formal dress occasions. This will consist of a long sleeve badge shirt, tie, badge, and collar insignia. A Class A jacket can also be worn.

Class B Duty Uniform Option 1:

Approved for on duty functions, reserved for community events with high public traffic. This will consist of a short sleeve badge shirt, badge, and collar insignia.

Class B Duty Uniform Option 2:

Approved for on duty functions and some community events. This will consist of a polo or approved pull over job shirt. This can also include long sleeve polos, long sleeve t-shirts, or other warm clothing for cold weather duty. This option also would include t-shirts and green or blue wildland pants with fire rating. The wildland Class B option will be required for Red Flag Conditions or Fire Danger Ratings above "Very High."

Class C Duty Uniform:

Approved for physical fitness, training, or down time. This will consist of PT type shorts, sweat pants, and hoodies. These items should match and have Divide Fire Rescue logos or writing on them.

6.3.3 Appearance

Fire personnel will report to work and be dressed in uniform at the designated start time of the duty day. Fire personnel will be clean shaven. Mustaches are approved as long as they do not pass the edge of the mouth and are groomed. Soul patches are acceptable but will be kept groomed and not interfere with the sealing of the SCBA mask. Uniforms will be clean and professional in appearance. No holes, tears, or rips shall be visible.

6.3.4 General Appearance and Uniform Statement

It shall be the responsibility of the employee to appear professional at all times. In general, no one should have to act as the "uniform police". Decisions of how to dress for the duty at hand will remain with the individual providing they are making sound decisions.



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
 KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End December 31, 2023 ONLY


Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	<u>Divide Fire Protection District</u>
Name of Contact:	<u>Diana Perkins</u>
Address:	<u>PO Box 941</u>
City/Zip Code	<u>Divide, CO 80814</u>
Phone Number:	<u>719-687-72598773</u>
E-mail	<u>dividefire@dividefire.com</u>
Fiscal Year Ending (mm/dd/yyyy):	<u>December 31, 2023</u>
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	<u>60 days</u> <u>Audit Due:</u> <u>September 30, 2024</u>

Comments (optional): _____

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature: 

Printed Name: Joshua M Weentzell

Title: President

Date: 07/09/24



June 24, 2024

**Divide Fire Protection District
Attn: Board of Directors and Management
Divide, Colorado**

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide Divide Fire Protection District (the "District"). This letter constitutes the entire agreement between the District and Mayer Hoffman McCann P.C. ("MHM") regarding the services described herein.

ENGAGEMENT OBJECTIVES

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the District's basic financial statements, as of December 31, 2023, and for the year then ended, and the related notes to the financial statements.

Also, accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of the Changes in Net Pension Liability/(Asset) and Related Ratios – Volunteer Firefighter Pension Plan

Mayer Hoffman McCann P.C.
90 South Cascade Avenue, Suite 200
Colorado Springs, CO 80903

Phone: 719.531.0445
mhmcpc.com





4. Schedule of Employer Contributions

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion, about whether the Organization's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("US GAAP") and to report on the fairness of the additional information when considered in relation to the financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

OUR RESPONSIBILITIES

Audit

Our audit will be conducted in accordance with US GAAS and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion.

As part of our audit, we will exercise professional judgment and maintain professional skepticism throughout the engagement. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of the District and its environment, including the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.



- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit, or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts (e.g., tests of the physical existence of inventories, direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions, etc.). We may also request written representations from the District's attorneys as part of the engagement, and they may bill the District for responding to this inquiry.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal controls, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. We will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and any material abuse that comes to our attention. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



Internal Control

Our audit will include obtaining an understanding of the District and its environment, including internal controls sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level.

An audit is not designed to provide assurance on internal controls or to identify control deficiencies. Accordingly, we will express no such opinion. However, we will inform management and those charged with governance of internal control matters that are required to be communicated under professional standards.

Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The services described above do not relieve management or those charged with governance of their responsibilities.

THOSE CHARGED WITH GOVERNANCE

The preparation and presentation of the financial statements of the District are the responsibility of management with oversight from those charged with governance. Those charged with governance are also responsible for overseeing the strategic direction of the District and any obligations related to its accountability, resolving disagreements between management and us regarding financial reporting, appointing us to perform the services described above, and informing us about all known or suspected fraud involving the District. In turn, we will provide those charged with governance with any communications required by the professional standards described above.

MANAGEMENT'S RESPONSIBILITIES FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that management or those charged with governance acknowledge and understand that they have responsibility:



1. For the preparation and fair presentation of the financial statements in accordance with US GAAP;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error including monitoring ongoing activities; and
3. To provide us with
 - a. All financial records and related information and management is responsible for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers).
 - b. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons with the Organization from whom we determine it necessary to obtain audit evidence.
4. For identifying and ensuring that the District complies with the laws and regulations applicable to its activities;
5. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
6. For the accuracy and completeness of all information provided.

Management is responsible for all management decisions and performing all management functions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any bookkeeping services, tax services, or other services we or our associated CBIZ, Inc. (or its related entities (collectively with CBIZ, Inc., "CBIZ")) provides. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with (a) access to all information they are aware of that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of this engagement, and (c) unrestricted access to persons within the District from whom we determine it necessary to obtain information.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities, for the selection and application of accounting principles, for the safeguarding of assets, and for the preparation and fair presentation of the financial statements in conformity with US GAAP.



Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (a) management, (b) employees who have significant roles in internal controls, and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of any known allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, management is also responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Management is also responsible to identify significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

During the course of our engagement, we will request information and explanations from management regarding the District. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations about the financial statements and related matters in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, the District agrees to release our firm, its shareholders, and other personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the District's management.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other related studies. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. Management is responsible for providing its views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.



OTHER SERVICES

We will also prepare the financial statements of the District in accordance with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skills, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

ENGAGEMENT FEES

The fee for our services will be \$8,500.

Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services. Our fees do not include our administrative fee of 5% or out-of-pocket expenses in connection with these services, such as for travel, if any, etc., which will be billed along with the professional fees.

Additionally, our fees are dependent on the availability, quality, and completeness of the District's records and, where applicable, upon the District's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., District employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable. In addition, fees for any related projects, such as proposed business combinations or research and/or consultation on special business or financial issues, will be billed separately from the fee referred to above and will be subject to separate arrangements. If there is a significant transaction or new accounting issue that requires us to spend a substantial amount of time that was not anticipated in our fees, there also may be additional billings.

The fee estimate above assumes no adjustments will be necessary for routine accounting entries normally made before the beginning of the engagement. If, for any reason, we are asked to assist in the preparation of these entries, before beginning this service, we will provide an estimate of the time required to perform such services and the additional fees to be billed.



Invoices are due upon receipt. If our invoices for this, or any other engagements the District may have with us, are not paid within 30 days, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the District pay all amounts due and/or submit a retainer to MHM before we resume such services. The District agrees that if we suspend or terminate our services as a result of nonpayment, we will not be responsible for any consequences.

For administrative convenience, payment for our invoices may be made to CBIZ MHM, LLC or a related CBIZ District as indicated on our invoices. If invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law.

DISPUTE RESOLUTION AND JURY TRIAL WAIVER/ARBITRATION

If any dispute or claim of any kind, whether based on contract, tort, statute, regulation, or otherwise, arises out of, is connected with, or relates in any way to this engagement, or the relationship or the obligations of the parties, including without limitation any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination, or enforceability of this engagement letter (the "Dispute"), the parties agree to first endeavor to resolve the Dispute through non-binding mediation. The mediation shall take place within 60 days after one of the parties sends the other a request for mediation, unless the parties agree to a different time period. Completion of the mediation is a condition precedent to initiating any legal proceeding.

If the parties are unable to resolve a Dispute through mediation, then any party may initiate a legal proceeding. Each of the parties agrees to a trial by a judge only and waives any right to a trial by jury in any legal proceeding arising out of or relating to the Dispute or this engagement letter. If a court of competent jurisdiction finds this jury-trial waiver to be invalid or otherwise unenforceable, then the parties agree that the jury trial waiver shall be severed from this engagement letter and the parties agree to then resolve any Dispute through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (www.adr.org/Rules) and heard and determined by three arbitrators, all of whom shall be attorneys or retired judges. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the parties agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within 12 months after performance of our services.

Unless otherwise prohibited by law or applicable professional standard, you agree that MHM and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to MHM pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of MHM. Unless otherwise prohibited by law or applicable professional standard, in no event shall MHM or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses



or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

This engagement letter and all claims relating to or arising out of it or related to MHM's services, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of New York (without giving effect to its choice of law principles). If any provision, or portion of a provision, of this engagement letter is deemed to any extent invalid, illegal, or otherwise unenforceable, such provision or portion of a provision shall be excluded, and the remainder of the engagement letter shall remain in full force and effect. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. This engagement is being undertaken solely for the benefit of the parties to this agreement and no other person shall be entitled to enforce the terms of this agreement.

OTHER MATTERS

Assisting with compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. You should consider consulting with legal counsel with respect to questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

MHM's workpapers and files for this engagement are the property of MHM. If MHM receives a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, MHM will, unless prohibited by law, provide written notice to the District of such demand or request. The District shall reimburse MHM for our time at standard rates and reasonable expenses (including reasonable attorneys' fees and expenses) incurred in responding to such demands or requests.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. MHM will treat the District's confidential information in accordance with applicable professional standards. The District authorizes MHM to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. MHM will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that MHM makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that MHM is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.



The District agrees that we may provide CBIZ with access to the District's accounting, financial, and other records in our possession so that CBIZ can provide the District with any services it has engaged them to perform.

Professional standards require us to be independent with respect to the District in the performance of our services. These services are being provided under the AICPA independence standards. If the District becomes subject to Public District Accounting Oversight Board ("PCAOB") or Securities and Exchange Commission ("SEC") independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. MHM's acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

Any discussions that the District has with personnel of MHM or CBIZ regarding potential employment with the District could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures will be fully billable in addition to our fee.

During the term of this engagement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100 percent of the solicited person's annual compensation.

We utilize various benchmarking tools, which provide access to financial benchmarking data related to companies in various industry segments. Notwithstanding any other language in this letter, you agree that we may submit your financial and other data to be used in these benchmarking tools on an anonymous basis (i.e., we will not disclose your identity).

This engagement letter is effective from the date of this letter. If MHM commenced the performance of the services described herein prior to the execution of this engagement letter, the engagement letter shall nonetheless cover the performance of such services. This engagement will continue until the services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out herein. Either party may terminate this engagement upon written notice to the other party irrespective of whether MHM has completed its services. The District will be responsible for fees and expenses incurred through the date the termination notice is received.



In performing our engagement we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of MHM, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and MHM has contractual agreements requiring confidential treatment of all client information.

It is common practice for professional service firms, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this engagement. On completion of this engagement, you agree that we may use the District's name, logo(s), and a brief description of our services in publications and marketing materials, as well as discussions with prospective clients.

The workpapers for this engagement will be retained in accordance with our firm policy, or for any additional period requested by the District.

We will provide up to 3 hard copies of the District's financial statements upon issuance of the reports however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We appreciate the opportunity to provide these services and believe this letter accurately reflects the terms of our engagement. Please sign the enclosed copy of this letter and return it to us.

Very truly yours,

Mitchell K. Downs

Mitchell Downs, CPA
Mayer Hoffman McCann P.C.

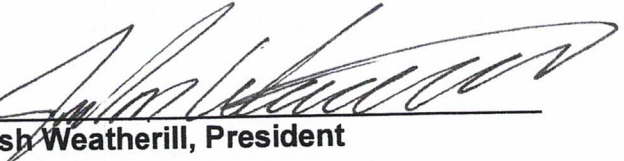
The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.



Divide Fire Protection District

By 
J.T. Mcleod, Fire Chief

Date July 9, 2024

By 
Josh Weatherill, President

Date _____