



SOUTH METRO FIRE RESCUE
Special Board of Directors' Meeting
February 27, 2023

Sierra Nevada Corporation, 8073 S. Wallace Court, Englewood, CO

I. REGULAR BOARD MEETING – 6:00 P.M. – Board Room

A. MEETING CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PUBLIC COMMENT

Public Conduct at Meetings. Comments by members of the public shall be made only during the “Public Comment” portion of the meeting or a specified “Public Hearing,” and shall be limited to three minutes per individual and five minutes per group spokesperson unless additional opportunity is given at the Board’s discretion. Each member of the public wishing to speak shall identify themselves by name, address, and agenda item, if any, to be addressed. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are prohibited. Such conduct may result in removal of person(s) responsible for such behavior from the meeting, a request for assistance from law enforcement, and criminal charges filed against such person(s).

E. PRESENTATION & TOUR

1. Sierra Nevada Corporation

F. DISCUSSION ITEM

1. Third Amendment to Agreement, Training Simulator Purchase – Richardson/Dell’Orfano

G. INFORMATION ITEM

1. Board of Director Election Update – Dell’Orfano & Andrews

H. ACTION ITEM

1. Fire Chief Employment Contract - Albee

I. EXECUTIVE SESSION (upon motion)

1. Pursuant to §24-6-402(4)(b), for purpose of receiving legal advice on specific legal questions related to the Saiz Claim.
2. Pursuant to §24-6-402(4)(e), for purpose of determining positions relative to matters that may be subject to negotiation, developing strategy for negotiations, and instructing negotiators related to the Fire Chief Employment Contract.

J. NEXT MEETING(S)

Regular Board of Directors’ Meeting to be held on March 6, 2023, 6:00 p.m. at 9195 East Mineral Avenue, Centennial, CO.

K. ADJOURNMENT



NOTICE

SPECIAL BOARD MEETING

SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT

Special Board of Directors' Meeting

scheduled for

February 27, 2023 at 6:00 p.m.

9195 East Mineral Avenue, Centennial, CO

Has been moved to

Sierra Nevada Corporation, 8165 S. Wallace Court, Englewood, CO

SOUTH METRO FIRE RESCUE

BOARD AGENDA

MEETING DATE: 2/27/2023

AGENDA ITEM TYPE: DISCUSSION ITEM

SUBJECT: Third Amendment to Agreement, Training Simulator Purchase

BACKGROUND: On February 9th, the Centennial Airport Authority (CAA) Board of Directors unanimously approved a \$750,000 budget item to partner with SMFR in the acquisition of a mobile ARFF Training Prop. This is the latest step CAA has taken in proactively building on our relationship. In addition to the above, since 2020, they have developed and completed an extensive regrading, drainage, and resurfacing project resulting in an enhanced training area for SMFR Special Operations, and provided up to \$1,000,000 matching funds to enable SMFR to acquire two state of the art ARFF apparatus.

The mobile ARFF Training Prop will be purchased by SMFR and reimbursed 100% by CAA. The prop is scheduled to arrive in late summer and will coincide with the arrival of the two new apparatus.

Centennial Airport has preliminarily approved the agreement, contingent on SMFR's approval of the same, and is enclosed outlining the details of the purchase.

RECOMMENDATION: Discussion including representatives from the airport

SUBMITTED BY: Scott Richardson, Division Chief Line Support

APPROVED BY: Mike Dell'Orfano, Chief Government Affairs Officer

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement is entered into this ____ day of _____, 2023, by and between the SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT (“South Metro”) and the ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY (the “Authority”, South Metro and the Authority are collectively referred to herein as the “Parties” or singularly referred to as “Party”).

RECITALS

A. South Metro is a quasi-municipal government and political subdivision of the state of Colorado organized and operated pursuant to Article 1, Title 32, C.R.S., and authorized by law to provide fire protection, rescue, emergency medical, and hazardous materials services; and

B. South Metro is the successor in interest to Castlewood Fire Protection District and South Metro Fire Rescue, who entered into an Agreement dated January 27, 1983, the First Amendment to Agreement dated September 1, 1999, with the Authority for the provision of firefighting and emergency services to Centennial Airport and the related conveyance of land, equipment, apparatus, training support, and replacement of firefighting apparatus; and

C. South Metro and the Authority entered into a Second Amendment to Agreement dated May 12, 2022, for the replacement of Aircraft Rescue Firefighting (“ARFF”) apparatus; and

D. The Authority has improved the capacity and usability of its firefighting training grounds which are utilized by South Metro to acquire professional certifications and conduct critical training for ARFF operations; and

E. The Parties also desire to purchase a training simulator that would further enhance the type of certifications and training specific to general aviation airports; and

F. The Parties have conducted due diligence, research, and vendor selection to determine the appropriate training simulator; and

G. The Parties would like to proceed with the purchasing process and outline the details of payment, ownership, use, and maintenance; and

H. The Parties desire to amend the Agreement, as further described herein.

AGREEMENT

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. South Metro will enter into an agreement with a vendor to deliver a mobile aircraft fire trainer (“Training Simulator”) with an approximate delivery date of July, 2023, from completed purchase order. The Training Simulator shall meet design specifications determined by South Metro in its sole discretion, consistent with state and federal training and certification standards.
2. The Authority will contribute the total cost (100%) toward the purchase of the Training Simulator.
3. The total cost for the Training Simulator shall not exceed seven hundred, fifty thousand dollars (\$750,000), including delivery and handling.
4. Following its normal procedures for acquiring equipment, South Metro, at its own expense, will manage the procurement process for the Training Simulator, select the vendor, enter into the purchase contract, administer the purchase contract, take delivery and accept the Training Simulator, and take all actions necessary to put the Training Simulator into service.
5. Upon delivery and acceptance of the Training Simulator by South Metro, it shall be owned solely in the name of South Metro, but subject to the continuing terms of this agreement.
6. South Metro assumes sole responsibility for operating, equipping, insuring, and maintaining the Training Simulator. The Training Simulator will be located on the firefighter training grounds owned by the Authority. South Metro will have full access to the firefighter training grounds, Training Simulator, and related equipment when requested.
7. South Metro shall use the Training Simulator to provide aircraft fire and rescue, general firefighting, and emergency service training and certification as assigned by South Metro in its sole discretion.
8. Any future significant modification or disposal of the Training Simulator is subject to mutual agreement between the Parties.
9. Governing Law and Venue. The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Arapahoe County.
10. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the Parties’ obligations hereunder are subject to the annual appropriation of funds necessary for the performance

thereof, which appropriations will be made in the sole discretion of the Parties' Board of Directors.

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

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed effective as of the most recent date stated below.

**SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT**

By: _____
Jim Albee, President

Date: _____

ATTEST:

By: _____
Sue Roche, Secretary

Date: _____

**ARAPAHOE COUNTY PUBLIC
AIRPORT AUTHORITY**

By: Thad Bagnato
Thad Bagnato, Board Chair

Date: 2/9/23

ATTEST:

By: JC Swanson
Jessica Campbell-Swanson

Date: 2/9/23