

Divide Fire Protection District

Public Meeting of the Board of Directors
August 26th, 2025
6:00 P.M.

AGENDA

- 1) Call to Order – Roll Call
- 2) Pledge of Allegiance
- 3) Review and Approve Agenda
- 4) Review, Approve, and Sign Minutes of Prior Meetings
- 5) Public Comment
- 6) Project Updates
 - i. ESO Changeover
 - ii. Pancake Breakfast
- 7) Old Business
 - A) Upcoming Business Meeting
 - B) Volunteer Coordinator Position
 - C) Policies/Handbook
 - i. Security
 - ii. Safety Policy
 - iii. Volunteer Application Process
 - iv. Organizational Structure
 - D) Employee Evaluations
- 8) New Business
 - A) Letter of Support SWTCEMS
- 9) Executive Session -
- 10) Adjournment



Shoemaker Fire Station

103 Cedar Mountain Road (Mail: PO Box 941), Divide Colorado, 80814

August 26, 2025 at 6:00 p.m.

MINUTES OF THE REGULAR MEETING

1. Call to Order / Roll Call

Board President Lopez called to order the regular meeting of the Board of Directors of the Divide Fire Protection District (DFPD) at 1801.

Secretary Franke called roll with the following present:

Steed Lopez – President
Robert Reynolds – Vice-President
Patricia Franke – Secretary
Peter Atwater – Treasurer
Dennis Luttrell – Director

2. Pledge of Allegiance

3. Review and Approve Agenda - Motion by Director Luttrell to approve the Agenda with addition of Upworks prior to public comment. Second by Director Franke. The motion passed unanimously.

4. Review, Approve and Sign Minutes of Prior Meetings - Motion by Director Franke to approve the minutes from 8/12 and 8/18 regular and special meetings. Second by Director Luttrell. The motion passed unanimously.

5. UpWorks - presented proposal for service contract with DFPD to formalize IT services provided by company to district. Proposal includes general infrastructure support and point of access protection. Monitoring, logging, and suspicious traffic alerts at the access point and server level.

A separate proposal included a general records storage framework and architecture utilizing sharepoint platform, upgrading MS365E licensing to accommodate new features and improve efficiency, accessibility, reliability and security to department working documents and records for ongoing business and ease of transitions. Upworks to refresh door security system proposal to include newly available options and fit for use recommendations.

Board to review proposal offline and follow up at 9/9 meeting with additional details being provided by Upworks regarding licensing cost increases.

6. Public Comment – none.

7. Old Business

A) September Business Meeting - To be cancelled to allow interim chief to begin transition, and provide reprieve post pancake breakfast activities. Director Franke to communicate to membership

B) Volunteer coordinator position – interviews complete. Offer to be extended to Bethany Erich to fill position. Administrator Perkins to provide offer letter to candidate.

C) Policies/ Handbook

i) Security – Follow up with door security decision on 9/9

ii) Safety Policy – Verbiage for vehicle safety to be actioned 9/9

iii) Volunteer Application Process - Table for 10/14 discussion with new Vol. Coordinator and interim chief input

iv) Organizational Structure – Temporary change proposed to section 3.3 of handbook (odd year voting process for officers). Provide interim chief opportunity and autonomy to identify and propose a fit for use officer structure and appoint most qualified, available and willing individuals to lead organization – follow up with chief on 10/14, Director Franke to communicate to organization

8. New Business

A) Letter of support for SWTCEMS – Letter to support need for grant/assistance to Southwest teller EMS for purpose of sending individuals to EMS conference. Motion by Director Luttrell to sign letter of support, Second by Director Franke, motion passed unanimously.

B) Payroll Incident where payroll was inadvertently processed in duplicate. Working with Quickbooks has been challenging to attempt to resolve. All personnel were notified prior to erroneous deposit being made into account. Individuals will be informed of route to ensure district funds are appropriately allocated/returned through treatment as payroll advance or repayment by individual. Update to be provided on 9/9 meeting.

9. Executive Session - None

~~Action from executive session – After regular session resumed, Motion by Director Franke to deliver an amended severance notice to Matthew Hayward. Second by Director Atwater. The motion passed 4 to 1, with Director Luttrell opposing the amendments to the notice.~~

10. Adjournment – Motion to adjourn by Director Reynolds, second by director Luttrell, motion passed unanimously. Meeting adjourned at 2027.

Motion by Director Atwater to adjourn the meeting. Second by Director Reynolds. The motion passed unanimously. The meeting was adjourned at 6:50 p.m. The next regular meeting will take place on Tuesday, August 26th, 2025, 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.

[Signature] President 9, 9, 2025

Name and Title Date

[Signature] Secretary 09, 09, 2025

Name and Title Date

Members under 21 years of age are prohibited from driving POVs or Emergency Vehicles emergent. All members shall follow any and all SOG's related to driving and driving emergent.

4.5.10 Driving Record Review

The District may conduct State of Colorado driving record checks yearly, or as needed. The District will follow insurance provider recommendations for suspension of driving privileges, which are currently based on the following guidelines:

- a. A member may not have more than three (3) moving violations in a three (3) year period.
- b. If a member gets two (2) moving violations in a three (3) year period, he/she will be placed on driving probation through written warning and notification.
- c. If the member gets another moving violation in the three (3) year period while on probation or not, the member will be suspended for one (1) year from driving privileges for District vehicles and emergent response in a POV.
- d. Members on probation or suspension may be required to show completion of a driver's education course in order to have the driving privileges restored at that time.
- e. Certain violations, considered Class A violations, including DUIs, shall result in immediate suspension of driving privileges for the minimum period of suspension or until the members license is valid again. Class A violations could result in dismissal from the District as well.
- f. Applicants are required to have a valid driver's license to apply as a volunteer.
- g. Members who temporarily lose through suspension or revocation, a valid driver's license, may submit and request a letter of authorization to remain on the District as a volunteer that will be reviewed by the Chief and District Board for approval.

4.5.11 Vehicle PPE should be worn when operating or riding in ~~dept~~ Vehicles conducting district business. - seatbelts in all motor vehicles

4.6 Property

- Helmets on all ATV/UTV operations

4.6.1 Care and Use of Department and District Property

Each member is responsible for the reasonable care of all District property. District property is to be used in an appropriate manner, and in accordance with all applicable rules, Standard Operating Guidelines, or directives. The use of the gym is limited to members, significant others, and their families who have signed liability waivers. Exceptions and use of the gym by non-members must be approved by the Chief. Non-members who have been granted an exception must provide required security information, a signed waiver, and adhere to and acknowledge the rules outlined in this Handbook. Members shall not damage or deface the firehouse, apparatus, equipment, furnishings, or other District property. No member may remove or lend any District property, including but not limited to, property from the firehouse, or any equipment on any District vehicle or apparatus, without the prior permission of the Fire Chief. Any member permitted to borrow District property shall be responsible for replacing or repairing such property, at the District's option, if such property is lost, stolen, damaged or is otherwise not returned to the District. Any member permitted to borrow or use any District property for personal use shall release the District from any claim or liability related to such usage, and shall sign an agreement to that effect when borrowing or using the property.

4.6.2 Inventory of Property

The District shall conduct an inventory of property including all capital assets as well as other property included at the District's discretion. This inventory will be conducted annually to the extent reasonable. The District Administrator shall maintain inventory records on a District computer.

4.6.3 Theft, Loss, or Damage of Property

Any member stealing District property or the property of any other member, or who abuses, misuses, damages, or destroys District property shall be subject to discipline, up to and including immediate



Upworx, LLC
 Managed Service Provider
 855-728-6824
 support@upworx.com

Billing Customer: Divide Fire
Term: 4 Months
Activation Date: 09/1/2025

Service Level Agreement (SLA)

This Service Level Agreement ("Agreement") is made on _____ ("Agreement Date") by and between, UPWORX, LLC. ("Upworx", or "PC Touchup") located at 750 East US Highway 24, Woodland Park, CO 80863 and Divide Fire ("Customer") with offices located at 103 Cedar Mountain Rd., Woodland Park, CO 80863.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Upworx is to provide the Customer with Managed Services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Upworx and agreement and signature of Customer.

SERVICE ORDER

CUSTOMER INFORMATION:

Account Name: Divide Fire
 Invoicing Address: 103 Cedar Mountain Rd. Woodland Park, CO 80863
 Payment Terms: NET 15

Number of managed workstations: 3
 Number of managed servers: 0
 Number of managed network devices: 1

Customer Contact Information. To facilitate communication, the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein.

	Billing Contact	Site Contact	Technical Contact
Name	DFPD Treasurer	DFPD President	N/A
Phone	719-687-8773	719-687-8773	
Email Address	dfpdtreasurer@dividefire.com	dfpdpresident@dividefire.com	

Managed Services Features Provided:

Managed Services:	Features	Description
Workstations	Remote IT	Remote Desktop Connection for On-Demand Support
Workstations	Hardware Monitors	Monitors Hard Drive, RAM, and System Sensors for Faults.
Workstations	App Maintenance	Application Maintenance and Updates
Workstations	Event Reports	Weekly Event Viewing for Applications, Security, System Events
Workstations	Ransomware	Computer ransomware protections and backup protections
Workstations	Antivirus	Antivirus protection on local system
Workstations	Restore Points	Weekly Restore Points
Microsoft 365	Azure	M365 Management of AD, MDM, Licenses and Users
Network	IPS / IDS Monitoring	Network Intrusion Protection
Network	Treat Protection	Country Blocking, DPI Monitoring, HoneyPot and Network Scans
Network	Filtering	DNS and Content Filtering
Network	VLAN/Smart Packets	VoIP Prioritization, VLAN Filtering, VLAN Traffic Analysis

Monthly Service Fees:

Managed Services:	Quantity	Unit Price/Month	Price/Month
Workstations Standard	3	\$30(discounted)	\$90
Server Standard	0	\$250	\$0
Network Monitoring	1	\$10(discounted)	\$10
Service Hours*	All Labor After Initial Setup	Included	
Total Monthly			\$100
Total Term	4	\$100.00	\$400

* Service Hours are included monthly hours. These hours do not roll over to another month. All hours over this amount are charged as "Overage Hours".

One Time Charges:

This one-time fee is for the initial setup and migration into your environment. This includes removing old providers' software, licensing, and credentials. Installing our MSP, Anti-Virus and Remote access software and building the configuration manual.

Setup and Install Fees	Quantity	Price	Total
Workstations	3	\$75	\$225
Servers	0	\$150	\$0
Network	1	\$50(discounted)	\$50
One Time Total			\$275

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS.

By utilizing the services provided by Upworx, you expressly acknowledge that you have carefully read, comprehended, and willingly agree to abide by these terms. The terms herein may be supplemented or amended by Upworx at its discretion and without prior notice. Notification of any such modifications, whether in digital or physical form, will be promptly provided by Upworx. It is imperative to note that any additions or alterations to the terms in the future will unequivocally bind you to the original agreement. Upworx is obligated to notify users of these changes, and in the absence of express disagreement with the newly modified terms within 30 days of notification, such modifications shall be automatically deemed accepted. These Terms collectively constitute a legally binding agreement between the Customer and Upworx.

NETWORK MONITORING.

It is hereby stipulated that network monitoring services are deemed obligatory. Specifically, such monitoring shall exclusively pertain to supported Unifi Network Controllers. In instances where the Unifi network in question has been configured by an entity other than Upworx, it is incumbent upon the user to undergo a thorough review or reset, which shall be encompassed within the one-time fee. All networks are required to have security and update monitoring. Which will include content filtering, automatic blocking of malicious or inappropriate content, deep packet inspection and usage reporting. All rights are reserved for Upworx to take any measure necessary to protect the network. This may include blocking access to sites, IPs, devices, domains, services, public or local subnets or the entire environment.

SERVICE PERIOD.

The Term commences on the Activation Date and continues for 6 months. The Agreement shall commence upon conclusion and subsequently shall be renewed automatically for a further twelve (12) months at a time ("Renewal Term"), unless the Agreement is terminated by the customer within 30 days' notice ("Notice Period") effective from the end of the Initial or a Renewal Term. Upon expiration of the initial term, this Agreement will be reviewed for changes. Upworx reserves the right to terminate the contract and provided services at any point.

SCOPE OF WORK

Upworx agrees to undertake a comprehensive scope of encompassing the management and optimization of the client's IT infrastructure and services. This commitment includes continuous monitoring, maintenance, and support for networks, servers, security protocols, and end-user devices. Upworx will proactively identify and address potential issues, ensuring system reliability, implementing robust cybersecurity measures, and managing software updates. The scope extends to cloud services, data backup and recovery, as well as strategic IT consulting. The specific scope adheres to the number/type of devices listed in the month service fees above and accompanies the agreed upon services listed in the managed service features listed on page 2.

RATES AND SERVICES PROVIDED.

Increases in managed services features or additional assets being added to the environment may result in a rate increase. Changes to the device count will be reflected monthly in the invoice. This will not warrant a new service level agreement being signed for each change but will reflect officially on the contract. Updated service level agreements will be sent at the beginning of the renewal period. Devices added or removed will reflect in a complete billing cycle and not by the days in which the device was in use/service. The customer is provided with a discounted rate as part of this contract for related services. The provided rate of \$85/hour for any in-scope overage hours can only be used for the customer's scope of work agreed upon in this contract. The scope of work

is related to managed services features listed on page 2. Project work is considered anything outside of the normal scope of work. Items for project work may include cabling, adding additional non-related devices, or other services. Project work is billed at \$135/hour and categorized at Upworx discretion. Services are provided within Upworx's normal business hours unless previously scheduled with a customer. Upworx does not provide after-hours or holiday support unless notified and agreed upon in advance. After hours or holiday support may be considered Project Work unless agreed upon prior to the scheduled service date. Upworx operates on a first-come, first-served basis when attending to customer requests. Upworx does not commit to specific repair or resolution timelines. While every effort is exerted to promptly address issues, it is expressly stated that no definitive timeframe can be guaranteed for related services.

EARLY TERMINATION CHARGES.

If the Customer terminates this Agreement or disconnects Services before the end of the committed Term, Customer shall pay Upworx, LLC an early termination charge equal to 50% of the remaining balance on the agreement. There will also be a removal fee of the managed services software equal to the same amount of the One Time Charges / Setup and Install Fees.

SOFTWARE USAGE.

Upworx will install, maintain, service, operate, and upgrade the software provided. All software is owned by Upworx, and the customer agrees not to tamper with or change the settings or configurations. If any configurations to the software are tampered with, the standard service hours will not cover repairs or could result in termination of the contract at Upworx discretion and induce any early termination charges.

PAYMENT.

Payment is required in full, in accordance with the specified terms outlined on page 1. In the event that payment is not received within the stipulated term, an automatic late fee of \$35 per day will be applied. These charges will persist until the payment is received by Upworx. Should a payment not align with the current invoice as of the date received, the variance will be carried forward onto the subsequent month's invoice. Failure to remit payment within 45 days of the designated term grants Upworx the prerogative to terminate services and/or the contract, thereby invoking early termination charges.

END OF LIFE DEVICES.

Upworx expressly does not provide support for computer systems and/or operating systems that are no longer under active support by the manufacturers or vendors. Upworx cannot guarantee network and environment security due to these outdated systems for both the specific device and the entire environment. We will not be responsible for any end-of-life products in an environment and will need the client to update these systems to be in compliance with our terms.

ADDITIONAL HARDWARE.

Repairs to hardware are included in standard service hours. Although if any hardware needs to be added or replaced, it will not be covered under this agreement. All additional hardware needed will be billed on the monthly invoice in addition to the managed services plan.

WARRANTIES.



Upworx, LLC
Managed Service Provider
855-728-6824
support@upworx.com

UPWORX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT BEING MANAGED. ALL MANAGED SERVICES APPLICATIONS OWNED BY PC TOUCHUP OR UPWORX WILL BE WARRANTIED IF PROVEN TO BE FAULTY, BY AND ONLY BY REINSTALLATION OR FIXING OF THE APPLICATION. Operator shall not be liable for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits, or business opportunities. The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, hardware or network infrastructure, or the unavailability or interruption of access to the Internet.

CONFIDENTIALITY.

The parties will hold the terms and conditions of this Agreement in confidence and will not reveal the same to any person or entity except with the written consent of the other party. To the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; or in order to enforce its rights pursuant to this Agreement.

SEVERABILITY.

If any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

REQUEST SUBMISSION PROTOCOL.

All service requests must be submitted in writing via email to **support@upworx.com**. Any changes related to Office365 must be requested directly by a Board Member. Requests submitted by unauthorized individuals will not be actioned. Each request should include a clear description of the issue, relevant details (such as date, time, and location), and any supporting materials. When requesting video footage, the requester must indicate whether the content is considered sensitive, to ensure it is handled and prioritized appropriately.

The parties execute this Agreement as of the Agreement Date.

UPWORX, LLC.

Divide Fire

Signature: _____

Signature: _____

Name: Zachary Babiarz

Name: _____

Title: Account Executive

Title: _____

Date: _____

Date: _____



Divide Fire Protection District

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

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

August 25th, 2025

Colorado Department of Public Health and Environment
State Emergency Medical and Trauma Advisory Council
Public Policy and Finance Committee, Grant Reviews
4300 Cherry Creek Drive South
Denver, CO 80246

RE: Southwest Teller County Emergency Medical Services EMTS Provider Grant Request

Dear Grant Review Committee,

I am providing this letter in support of Southwest Teller County EMS and their request for a 50% match CREATE grant for ten members to attend the 2025 State EMS Conference. The conference is an excellent opportunity to learn the latest in evidence-based emergency medicine practices. The Conference offers many topics and instructors who present current, relevant, evidenced-based classes which will not only maintain, but improve patient care. They respond with us in our district to provide advanced life support and ambulance transport. We strongly support their grant request.

Sincerely,

Aristed Lopez
Board President
Divide Fire Protection District