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Gilpin Ambulance Authority Board of Directors

Agenda and Notice of Meeting

Wednesday, October 8, 2025 at 9:00 A.M.

Gilpin County Courthouse: Commissioners' Chambers

- 1. Call to Order**
- 2. Roll Call**
- 3. Additions / Amendments to the Agenda**
- 4. Conflicts of Interest**
- 5. Consideration of Minutes:** September 10, 2025
- 6. Executive Session**
 - a. Executive pursuant to C.R.S. §24-6-402(4)(f) for discussion of a personnel matter related to Cody Carroll, who has been notified of this executive session and has consented to it.
- 7. Financial Report**
 - a. Balance Sheet (September 2025)
 - b. Profit & Loss Statement: Budget to Actual (September 2025)
 - c. List of Bills (September 2025)
 - d. Billing and Accounts Receivable Summary (through September 2025)
- 8. Chief's Report**
- 9. Activity Summary**
- 10. Old Business**
 - a. Boulder and Clear Creek Responses
 - b. 2026 Budget and Billing Projections
 - c. Hwy 119 Calls
- 11. New Business**
 - a. Ratification of online poll from 09-10-25
 - b. GAA Chief Job Description
- 12. Action Items**
 - a. Discussion and possible action regarding resolution to amend the Authority Employee Manual
 - b. Approval or amendment to GAA Chief Job Description
 - c. Discussion and possible action regarding the employee evaluation of the GAA Chief.
 - d. Private Investigator Retainer (Rocky Mountain Eagle Eye, LLC)
 - e. Airgas contract
- 13. Public Comment**
- 14. Board Member Comment**
- 15. Next Meeting:** November 12, 2025 at 9:00 AM
- 16. Adjourn**

Balance Sheet

Gilpin Ambulance Authority

As of September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BOK EFT account	368,334.05
BOK HRA Account Restricted	17,991.86
BOK Operating Account	\$58,805.30
Restricted for Capital	0.00
Total for BOK Operating Account	\$58,805.30
BOK Supply Account	325.15
Total for Bank Accounts	\$445,456.36
Accounts Receivable	
Accounts Receivable	\$731,936.68
Allowance for Doubtful Accounts	-209,642.50
Total for Accounts Receivable	\$522,294.18
Total for Accounts Receivable	\$522,294.18
Other Current Assets	
AR Adj to cash basis Asset	0.00
Due from other entities	0.00
Inventory Asset	13,115.02
Prepaid Expenses	-\$79,579.17
Capital	0.00
Total for Prepaid Expenses	-\$79,579.17
Undeposited Funds	0.00
Total for Other Current Assets	-\$66,464.15
Total for Current Assets	\$901,286.39
Fixed Assets	
Accumulated Depreciation	-1,067,166.00
Construction in Progress	73,905.00
Vehicles and Equipment	1,798,432.67
Total for Fixed Assets	\$805,171.67
Other Assets	
Amortization of Right to Use Lease	-14,848.75
Right to Use Lease Asset	34,647.09
Total for Other Assets	\$19,798.34
Total for Assets	\$1,726,256.40

Balance Sheet

Gilpin Ambulance Authority

As of September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-59.00
Total for Accounts Payable	-\$59.00
Credit Cards	
Credit Card at Elan Financial	95.95
Fuel	-4,111.25
Ramp Credit Card	5,728.59
Total for Credit Cards	\$1,713.29
Other Current Liabilities	
Accrued Expenses	10,723.04
Accrued PTO	34,715.55
Accrued wages	0.00
HRA liability	20,277.67
Payroll Tax Liability	-5,062.35
Total for Other Current Liabilities	\$60,653.91
Total for Current Liabilities	\$62,308.20
Long-term Liabilities	
Lease Liability	20,257.14
Lease Purchase Liability	93,567.95
Total for Long-term Liabilities	\$113,825.09
Total for Liabilities	\$176,133.29
Equity	
Investment in Fixed Assets	\$596,625.66
Capital Outlay	0.00
Total for Investment in Fixed Assets	\$596,625.66
Reserve for Capital Improvement	0.00
Retained Earnings	1,043,733.26
Net Income	-90,235.81
Total for Equity	\$1,550,123.11
Total for Liabilities and Equity	\$1,726,256.40

Gilpin Ambulance Authority
Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L
January - December 2025

	Total			
	Actual	Budget	Remaining	% of Budget
Income				
Beginning Funds Available		524,195.00	524,195.00	0.00%
Call Revenue			0.00	
Collections-derived payments	18,857.81	14,400.00	-4,457.81	130.96%
Income Patient and Insurance	520,537.12	554,400.00	33,862.88	93.89%
Medicare-derived payments	40,519.00	151,200.00	110,681.00	26.80%
Total Call Revenue	\$ 579,913.93	\$ 720,000.00	\$ 140,086.07	80.54%
Contributions			0.00	
IGA Black Hawk	354,100.70	424,484.00	70,383.30	83.42%
IGA Central City	97,182.00	129,576.00	32,394.00	75.00%
IGA Gilpin County	397,120.00	595,680.00	198,560.00	66.67%
Total Contributions	\$ 848,402.70	\$ 1,149,740.00	\$ 301,337.30	73.79%
Grant Revenue			0.00	
Colorado EMTS Grants	152,920.87	73,390.00	-79,530.87	208.37%
DOLA Grant Revenue	1,126,416.00	1,126,416.00	0.00	100.00%
Other grant revenue	10,727.08		-10,727.08	
Total Grant Revenue	\$ 1,290,063.95	\$ 1,199,806.00	-\$ 90,257.95	107.52%
Other Revenue	5,005.40		-5,005.40	
Other Revenue	100.00		-100.00	
Sale of Vehicles	7,500.00	6,000.00	-1,500.00	125.00%
Total Other Revenue	\$ 12,605.40	\$ 6,000.00	-\$ 6,605.40	210.09%
Services	150,000.00		-150,000.00	
Total Income	\$ 2,880,985.98	\$ 3,599,741.00	\$ 718,755.02	80.03%
Gross Profit	\$ 2,880,985.98	\$ 3,599,741.00	\$ 718,755.02	80.03%
Expenses				
Administration			0.00	
Accounting - Audit	6,900.00	10,000.00	3,100.00	69.00%
Accounting - Contract Services	16,575.00	24,000.00	7,425.00	69.06%
Legal	43,910.96	10,000.00	-33,910.96	439.11%
Other			0.00	
Bank Service Charges	3,614.44		-3,614.44	
Discretionary	1,835.55	2,500.00	664.45	73.42%
Employee Recognition & Retention	1,691.02	10,000.00	8,308.98	16.91%
Licensing/Memberships	1,728.98	6,500.00	4,771.02	26.60%
Professional Services	6,315.80	9,000.00	2,684.20	70.18%
Total Other	\$ 15,185.79	\$ 28,000.00	\$ 12,814.21	54.23%
Reimbursable Expenses	567.07		-567.07	
Total Administration	\$ 83,138.82	\$ 72,000.00	-\$ 11,138.82	115.47%
Capital Expenditures			0.00	
Ambulance Lease	50,141.26	66,802.00	16,660.74	75.06%
Ambulance purchase		0.00	0.00	
Capital (misc)	187,391.26	162,380.00	-25,011.26	115.40%
Equipment Lease	32,462.60	32,463.00	0.40	100.00%
Total Capital Expenditures	\$ 269,995.12	\$ 261,645.00	-\$ 8,350.12	103.19%
Operations and Maintenance			0.00	
Communications R&M	3,116.76	5,000.00	1,883.24	62.34%
Crew Quarters supplies	6,639.28	12,000.00	5,360.72	55.33%
Disposable Medical Supplies	37,097.89	50,000.00	12,902.11	74.20%
Durable Medical Equipment	10,825.44	6,000.00	-4,825.44	180.42%
Office Supplies/Postage/Fees	5,117.25	6,000.00	882.75	85.29%
Credit Card fees	5,346.34		-5,346.34	

Total Office Supplies/Postage/Fees	\$	10,463.59	\$	6,000.00	-\$	4,463.59	174.39%
Property Lease		58,435.27		79,594.00		21,158.73	73.42%
Property Liability Insurance		14,468.00		34,000.00		19,532.00	42.55%
Property Maintenance		5,879.66		20,000.00		14,120.34	29.40%
Public Education/PR		3,211.25		8,000.00		4,788.75	40.14%
Safety Gear		2,428.51		3,000.00		571.49	80.95%
Service Contracts/Equip Lease		51,465.10		71,081.00		19,615.90	72.40%
Technology/Hardware/Software		24,508.45		12,000.00		-12,508.45	204.24%
Telephone/TV/Internet		11,301.94		14,500.00		3,198.06	77.94%
Training		32,967.48		66,000.00		33,032.52	49.95%
Uniforms		21,539.77		20,000.00		-1,539.77	107.70%
Utilities		4,078.03		8,000.00		3,921.97	50.98%
Vehicle expense						0.00	
Fuel		16,916.65		35,000.00		18,083.35	48.33%
Insurance		47,022.45		25,000.00		-22,022.45	188.09%
Tires		6,299.82		8,000.00		1,700.18	78.75%
Vehicle Maintenance		99,189.09		54,000.00		-45,189.09	183.68%
Total Vehicle expense	\$	169,428.01	\$	122,000.00	-\$	47,428.01	138.88%
Total Operations and Maintenance	\$	467,854.43	\$	537,175.00	\$	69,320.57	87.10%
Personnel Expense						0.00	
Employee Benefits and Payroll						0.00	
457(b) Admin Fees		1,427.48		3,500.00		2,072.52	40.79%
457(b) Employee Contribution		-10,164.18				10,164.18	
457(b) Employer Match		56,053.30		121,004.00		64,950.70	46.32%
457(b) Loan		-2,246.30				2,246.30	
Benefits HRA				27,600.00		27,600.00	0.00%
Benefits Life AD& D STD LTD		7,587.20		14,722.00		7,134.80	51.54%
Employee Wellness		292.61		5,000.00		4,707.39	5.85%
Health Insurance		178,205.77		249,504.00		71,298.23	71.42%
Dental Ins						0.00	
Medical Ins						0.00	
Other						0.00	
Vision Ins						0.00	
Total Health Insurance	\$	178,205.77	\$	249,504.00	\$	71,298.23	71.42%
Payroll & Unemployment Taxes		114,460.49		177,553.00		63,092.51	64.47%
Payroll Service Fees		9,207.14		7,000.00		-2,207.14	131.53%
Worker's Comp		79,385.00		64,697.00		-14,688.00	122.70%
Total Employee Benefits and Payroll	\$	434,208.51	\$	670,580.00	\$	236,371.49	64.75%
Salaries						0.00	
Employee Bonuses		524.48				-524.48	
Holiday stipends		5,215.60		7,500.00		2,284.40	69.54%
PTO		33,821.43		153,028.00		119,206.57	22.10%
Salaries Admin		192,873.26		250,517.00		57,643.74	76.99%
Salaries Field Staff		1,191,733.30		1,547,296.00		355,562.70	77.02%
Total Salaries	\$	1,424,168.07	\$	1,958,341.00	\$	534,172.93	72.72%
Total Personnel Expense	\$	1,858,376.58	\$	2,628,921.00	\$	770,544.42	70.69%
Unapplied Cash Bill Payment Expense		-567.53				567.53	
Uncategorized Expenses		90,849.03				-90,849.03	
Total Expenses	\$	2,769,646.45	\$	3,499,741.00	\$	730,094.55	79.14%
Net Operating Income	\$	111,339.53	\$	100,000.00	-\$	11,339.53	111.34%
Net Income	\$	111,339.53	\$	100,000.00	-\$	11,339.53	111.34%

Bill Payment List

Gilpin Ambulance Authority

September 1-30, 2025

DATE	NUM	VENDOR	AMOUNT
BOK Operating Account			
09/09/2025	9006	Timberline Fire Protection District	-5,428.03
09/17/2025	1A80LSJ3	ONE WAY, INC.	-164.42
09/04/2025		GJ Davis Legacy Holdings, LLC	-2,000.00
09/17/2025		St. Anthony Hospitals	-2,286.99
09/17/2025		Skaggs	-70.01
Total for BOK Operating Account			-\$9,949.45
TOTAL			-\$9,949.45

Date	Amount	User	Merchant Description	Merchant Na	Merchant Cit	Merchant Sta	Memo
9/2/25	\$ 59.47	Jonathan Link	ACE AT WESTWOODS	Ace Hardware	Arvada	CO	Station maintenance supplies
9/3/25	\$ 79.98	Cody Carroll	KING SOOPERS FUEL 686	King Soopers	Broomfield	CO	Mileage 10,734
9/3/25	\$ 20.00	Sean Sullivan	OPENAI *CHATGPT SUBSCR	OpenAI	San Francisco	CA	Open Ai chat gpt access.
9/3/25	\$ 191.37	Cody Carroll	CHIPOTLE MEX GR ONLINE	Chipotle	Newport Beach	CA	Lunch for team meeting
9/3/25	\$ 29.48	Josh Harrison	KING SOOPERS #0040	King Soopers	Denver	CO	Snacks for training session
9/3/25	\$ 15.17	Cody Carroll	CHIPOTLE MEX GR ONLINE	Chipotle	Newport Beach	CA	Meal for team meeting
9/4/25	\$ 88.00	Cody Carroll	BADGEANDWALLET.COM	Badgeandwar	Armonk	NY	Uniforms for personnel
9/4/25	\$ 99.53	Cody Carroll	SZECHUAN CHINESE RESTAURA	Szechuan Ch	Denver	CO	5 lunch meals for employee trainings
9/4/25	\$ 36.00	Bobby Putnam	SANEBOX: EMAIL FILTER	SaneBox	Boston	MA	Email management subscription service
9/4/25	\$ 152.90	Jonathan Link	SP WHITE HILLS KNIVES	White Hills Kn	Manteca	CA	Retirement Gift for Dan
9/5/25	\$ 20.00	Cody Carroll	OPENAI *CHATGPT SUBSCR	OpenAI	San Francisco	CA	ChatGPT Plus Subscription
9/5/25	\$ 77.08	Cody Carroll	CHIPOTLE 0896	Chipotle	Denver	CO	Lunch for employee training
9/6/25	\$ 24.69	Cody Carroll	AMAZON MKTPL*2E8AR9NP3	Amazon	Seattle	WA	Mouse
9/7/25	\$ 26.65	Bobby Putnam	E 470 EXPRESS TOLLS	ExpressToll	Aurora	CO	Toll payment
9/7/25	\$ 9.49	Cody Carroll	AMAZON MKTPL*XN14Z4GP3	Amazon	Seattle	WA	Kitchen utensils
9/8/25	\$ 99.00	Bobby Putnam	AMAZON MKTPL*US7035BG3	Amazon	Seattle	WA	Uniform
9/8/25	\$ 42.54	Bobby Putnam	AMAZON MKTPL*748CV0QR3	Amazon	Seattle	WA	Uniform
9/9/25	\$ 75.00	Bobby Putnam	WOLFCO COMMERCIAL SERVICE	Wolfco Pest C	Englewood	CO	Pest control services
9/9/25	\$ 100.00	Bobby Putnam	WOLFCO COMMERCIAL SERVICE	Wolfco Pest C	Englewood	CO	Pest control services
9/9/25	\$ (3,291.00)	Cody Carroll	FIRST DUE* REGG081IKO0	First Due	Garden City	NY	Technology purchase for GAA operations
9/10/25	\$ 1,177.04	Sean Sullivan	2 STITCH IT QUICK LLC	Stitch It Quick	Golden	CO	Uniform purchase for staff
9/10/25	\$ 320.02	Sean Sullivan	COSTCO WHSE #0443	Costco	Littleton	CO	Gilpin barbecue expense
9/10/25	\$ 117.59	Sean Sullivan	TARGET 00017764	Target	Littleton	CO	Gilpin barbecue expense
9/11/25	\$ 148.58	Cody Carroll	COSTCO WHSE #0440	Costco	Westminster	CO	Station Supplies and Desserts for Employee Picnic
9/11/25	\$ 129.00	Bobby Putnam	B2B Prime*BQ9PQ55L3	Amazon Busi	Seattle	WA	Annual Prime membership
9/11/25	\$ 79.99	Bobby Putnam	AMAZON MKTPL*Q38WC2ZX3	Amazon	Seattle	WA	Office supplies purchase
9/12/25	\$ 130.00	Bobby Putnam	INTUIT *QBooks Online	Intuit	San Diego	CA	Intuit software subscription for operational needs.
9/12/25	\$ 171.78	Sean Sullivan	SAFEWAY #0390	Safeway	Idaho Springs	CO	Supplies for upcoming Gilpin event.
9/12/25	\$ 10.74	Sean Sullivan	SAFEWAY #0390	Safeway	Idaho Springs	CO	Upcoming event supply needs
9/12/25	\$ 48.75	Sean Sullivan	BASE CAMP AT GOLDEN GATE	Base Camp R	Black Hawk	CO	Discretionary purchase for GAA Expenses.
9/13/25	\$ 26.80	Bobby Putnam	E 470 EXPRESS TOLLS	ExpressToll	Aurora	CO	Vehicle toll expense
9/15/25	\$ (82.20)	Bobby Putnam	AMAZON MKTPLACE PMTS	Amazon	Seattle	WA	Refund for Office supplies purchase
9/15/25	\$ 260.57	Cody Carroll	Etsy.com*SolaceCustomD	Etsy	Brooklyn	NY	B Shift Water Bottles
9/15/25	\$ 30.36	Cody Carroll	AMAZON MKTPL*YR6IN8SM3	Amazon	Seattle	WA	General office supplies
9/17/25	\$ 551.42	Bobby Putnam	GALLS	Galls	Lexington	KY	Uniforms for personnel
9/18/25	\$ 975.82	Cody Carroll	DMI* DELL BUS ONLINE	Dell	Round Rock	TX	Dell laptop for operations
9/19/25	\$ 101.26	Bobby Putnam	HULU*HULUPLUS	Hulu	Santa Monica	CA	Streaming media service fee
9/19/25	\$ 12.50	Bobby Putnam	CCSI EFAX	eFax	Los Angeles	CA	
9/22/25	\$ 157.00	Bobby Putnam	AMAZON MKTPL*5J1SH4213	Amazon	Seattle	WA	Crew Quarters supplies
9/22/25	\$ 37.05	Jonathan Link	AMAZON RETA* RO6B146V3	Amazon	Seattle	WA	Station supplies
9/22/25	\$ 43.30	Jonathan Link	AMAZON MKTPL*CT15A6PZ3	Amazon	Seattle	WA	Station Supplies
9/23/25	\$ 74.17	Jonathan Link	AMAZON MKTPL*BH9RV0E33	Amazon	Seattle	WA	Station Supplies
9/23/25	\$ 93.39	Bobby Putnam	OFFICE DEPOT #170	Office Depot	Boulder	CO	
9/24/25	\$ (75.83)	Cody Carroll	DMI* DELL BUS ONLINE	Dell	Round Rock	TX	Dell purchase for GAA Expenses.
9/24/25	\$ 10.89	Jonathan Link	AMAZON MKTPL*292JX7O53	Amazon	Seattle	WA	Radio Equipment
9/24/25	\$ 7.99	Jonathan Link	AMAZON MKTPL*NJ1RG0VT0	Amazon	Seattle	WA	Station Supplies
9/25/25	\$ 15.72	Jonathan Link	AMAZON RETA* NF86A2JG3	Amazon	Seattle	WA	Station Supplies
9/25/25	\$ 414.79	Jonathan Link	COSTCO WHSE #0480	Costco	Louisville	CO	Vehicle maintenance supplies
9/25/25	\$ 80.14	Bobby Putnam	SP SPECIALISTID.COM	Specialist ID	Miami	FL	Office supplies purchase
9/28/25	\$ 17.99	Bobby Putnam	NETFLIX.COM	Netflix	Los Gatos	CA	Streaming service subscription
9/29/25	\$ 19.99	Bobby Putnam	Adobe Inc	Adobe	San Jose	CA	
9/30/25	\$ 91.95	Cody Carroll	BADGEANDWALLET.COM	Badgeandwar	Armonk	NY	Colvin and Gilliam Nameplates
9/30/25	\$ 294.52	Jonathan Link	SP NASSAU NATIONAL C	Nassau National	Great Neck	NY	
9/30/25	\$ 1,248.00	Jonathan Link	POMPS TIRE 189	Pomp's Tire S	Commerce C	CO	

Gilpin Ambulance Authority Fiscal YTD Summary - 01/01/25 to 09/30/25										
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Totals
Beginning AR	\$731,936.68	\$711,763.23	\$1,129,385.48	\$909,204.08	\$861,283.73	\$916,660.72	\$1,002,972.01	\$1,011,638.70	\$742,870.67	\$731,936.68
Charges/Invoices	\$2,608.67	\$573,557.31	\$222,051.17	\$107,410.27	\$190,737.94	\$293,010.86	\$191,290.23	\$199,398.35	\$91,667.06	\$1,871,731.86
Medicare Contractual	(\$1,124.31)	(\$15,462.79)	(\$22,865.47)	(\$9,346.21)	(\$10,832.25)	(\$27,269.04)	(\$12,299.07)	(\$11,763.12)	(\$18,766.21)	(\$129,728.47)
Medicaid Contractual	(\$3,893.43)	(\$67,513.56)	(\$56,846.40)	(\$43,268.19)	(\$34,001.24)	(\$73,218.56)	(\$34,211.14)	(\$33,213.05)	(\$27,585.61)	(\$373,751.18)
Insurance Contractual	(\$3,031.87)	(\$19,102.93)	(\$37,585.53)	(\$34,653.63)	(\$33,919.88)	(\$27,355.39)	(\$36,855.34)	(\$40,485.44)	(\$16,852.96)	(\$249,842.97)
Facility Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,976.02)	\$0.00	(\$2,001.46)	\$0.00	(\$3,977.48)
Patient Contractual	\$0.00	\$0.00	\$0.00	(\$215.86)	\$0.00	\$0.00	\$0.00	(\$1,834.59)	\$0.00	(\$2,050.45)
Total Contractual	(\$8,049.61)	(\$102,079.28)	(\$117,297.40)	(\$87,483.89)	(\$78,753.37)	(\$129,819.01)	(\$83,365.55)	(\$89,297.66)	(\$63,204.78)	(\$759,350.55)
Allowed Charges	(\$5,440.94)	\$471,478.03	\$104,753.77	\$19,926.38	\$111,984.57	\$163,191.85	\$107,924.68	\$110,100.69	\$28,462.28	\$1,112,381.31
Patient Discounts	\$0.00	(\$2,222.09)	(\$2,334.59)	\$0.00	(\$4,959.76)	(\$5,431.46)	(\$5,612.61)	(\$1,459.49)	(\$2,932.41)	(\$24,952.41)
Bad Debt	\$0.00	\$0.00	(\$260,625.37)	\$0.00	\$0.00	\$0.00	\$0.00	(\$313,393.77)	\$0.00	(\$574,019.14)
Bad Debt Recovery	\$3,285.95	\$0.00	\$818.55	\$1,557.80	\$1,480.13	\$3,500.62	\$1,964.27	\$4,743.37	\$4,254.14	\$21,604.83
Bankruptcy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Adjustments	\$0.00	(\$1,204.48)	\$0.00	(\$2,352.05)	(\$536.76)	\$0.00	\$0.00	(\$31.69)	(\$62.00)	(\$4,186.98)
Total Adjustments	\$3,285.95	(\$3,426.57)	(\$262,141.41)	(\$794.25)	(\$4,016.39)	(\$1,930.84)	(\$3,648.34)	(\$310,141.58)	\$1,259.73	(\$581,553.70)
Medicare Payments	(\$611.53)	(\$5,462.33)	(\$7,879.39)	(\$3,155.73)	(\$3,496.62)	(\$9,114.07)	(\$4,147.36)	(\$3,797.08)	(\$6,414.79)	(\$44,078.90)
Medicaid Payments	(\$553.25)	(\$18,763.89)	(\$14,657.49)	(\$9,944.81)	(\$8,932.57)	(\$18,787.30)	(\$7,138.88)	(\$8,913.37)	(\$7,206.65)	(\$94,898.21)
Insurance Payments	(\$8,578.94)	(\$19,565.06)	(\$29,012.12)	(\$34,866.85)	(\$30,418.16)	(\$33,357.14)	(\$73,071.31)	(\$37,374.95)	(\$29,563.70)	(\$295,808.23)
Facility Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$618.95)	\$0.00	(\$578.89)	\$0.00	(\$1,197.84)
Patient Payments	(\$8,274.74)	(\$6,637.93)	(\$11,244.76)	(\$19,085.09)	(\$9,743.84)	(\$13,072.26)	(\$11,252.10)	(\$18,062.85)	(\$14,298.94)	(\$111,672.51)
Total Payments	(\$18,018.46)	(\$50,429.21)	(\$62,793.76)	(\$67,052.48)	(\$52,591.19)	(\$74,949.72)	(\$95,609.65)	(\$68,727.14)	(\$57,484.08)	(\$547,655.69)
Insurance Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Patient Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returned Checks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Change in A/R	(\$20,173.45)	\$417,622.25	(\$220,181.40)	(\$47,920.35)	\$55,376.99	\$86,311.29	\$8,666.69	(\$268,768.03)	(\$27,762.07)	(\$16,828.08)
Ending A/R	\$711,763.23	\$1,129,385.48	\$909,204.08	\$861,283.73	\$916,660.72	\$1,002,972.01	\$1,011,638.70	\$742,870.67	\$715,108.60	\$715,108.60
BAD DEBT ACTIVITY										
Beginning Bad Debt	(\$955,130.91)	(\$951,844.96)	(\$951,844.96)	(\$1,211,651.78)	(\$1,210,093.98)	(\$1,208,613.85)	(\$1,205,113.23)	(\$1,203,148.96)	(\$1,511,799.36)	(\$955,130.91)
Accounts Sent to Bad	\$0.00	\$0.00	(\$260,625.37)	\$0.00	\$0.00	\$0.00	\$0.00	(\$313,393.77)	\$0.00	(\$574,019.14)
Bad Debt Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bad Debt Recovery	\$3,285.95	\$0.00	\$818.55	\$1,557.80	\$1,480.13	\$3,500.62	\$1,964.27	\$4,743.37	\$4,254.14	\$21,604.83
Ending Bad Debt	(\$951,844.96)	(\$951,844.96)	(\$1,211,651.78)	(\$1,210,093.98)	(\$1,208,613.85)	(\$1,205,113.23)	(\$1,203,148.96)	(\$1,511,799.36)	(\$1,507,545.22)	(\$1,507,545.22)
OPERATING RATIOS										
Total # of Tickets	\$1.00	\$223.00	\$85.00	\$41.00	\$72.00	\$112.00	\$73.00	\$76.00	\$35.00	\$718.00
Total # of Bills Sent	\$8.00	\$151.00	\$108.00	\$78.00	\$66.00	\$113.00	\$72.00	\$93.00	\$43.00	\$732.00
Gross Days in AR	\$299.67	\$181.20	\$102.51	\$85.84	\$158.59	\$152.70	\$134.88	\$97.79	\$133.43	
Avg Charge / Transport	\$2,608.67	\$2,572.01	\$2,612.37	\$2,619.76	\$2,649.14	\$2,616.17	\$2,620.41	\$2,623.66	\$2,619.06	\$2,606.87
Avg Revenue /	\$18,018.46	\$226.14	\$738.75	\$1,635.43	\$730.43	\$669.19	\$1,309.72	\$904.30	\$1,642.40	\$762.75
A0425 Mileage	\$30.30	\$6,218.70	\$2,318.00	\$1,094.40	\$1,982.00	\$3,109.40	\$2,023.60	\$2,097.10	\$942.20	\$19,815.70
A0427 ALS Emergency	\$1.00	\$159.00	\$61.00	\$29.00	\$48.00	\$75.00	\$54.00	\$54.00	\$25.00	\$506.00
A0429 BLS Emergency	\$0.00	\$61.00	\$24.00	\$11.00	\$21.00	\$36.00	\$19.00	\$22.00	\$9.00	\$203.00
A0433 ALS - Level 2	\$0.00	\$3.00	\$0.00	\$1.00	\$3.00	\$1.00	\$0.00	\$0.00	\$1.00	\$9.00

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

Chief's Report

Date: October 8, 2025

Report by: Cody Carroll

- Firstdue implementation and optimization
- Revise budget scenarios
- Locate and submit audit documents
- Meet with multiple personnel
- Learn Firstdue Reporting module
- Learn Firstdue workflow customization
- Build out Firstdue workflows for ePCR
- Facilitate Firstdue Responder App setup
- Setup Firstdue QA workflow
- Develop and revise Alternative Disposition Protocols
- Meet with BHPD regarding Alternative Disposition Protocols
- Download and archive NEMSIS data from ESO
- Complete and submit DEA renewal
- Complete Billing QA in ESO and Firstdue
- Attended staff picnic

Total Hours in County or On Duty: 184

Total Home Hours: 26.25

Chief Ambulance Hours											
Year	Jan	Feb	Mar	Apr	May	Jun	Nov	Dec	Total	Avg Medic/Hr	Annual
2025	89	63.75	24	23	144	0			343.75	\$ 33.56	\$11,536.25
2024	36	186	229	139	144	24	24	53	835	\$ 31.94	\$ 26,669.90

Mutual Aid Calls by Run Type											
Zone	Run Type	01/2025	02/2025	03/2025	04/2025	05/2025	06/2025	07/2025	08/2025	09/2025	Total
Boulder County	Emergency Response (Mutual Aid)	4	2	3	4	9	3	4	4	5	38
Clear Creek County	Emergency Response (Mutual Aid)	6	2	2	2	1	2	3	9	3	30
	Standby	8	11	6	7	3	4	2	4	4	49
	Subtotal	14	13	8	9	4	6	5	13	7	79
Jefferson County	Emergency Response (Mutual Aid)			1						1	2

Incidents by Zone (Responding From)										
Zone (Responding From)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Black Hawk (Gaming)	84	85	104	89	101	89	87	84	69	792
Black Hawk (Non-Gaming)	10	11	8	10	10	9	10	13	7	88
Boulder County	2	2	3	4	9	3	4	4	6	37
Central City (Gaming)	5	16	6	4	8	6	7	7	8	67
Central City (Non-Gaming)	7	6	12	8	11	9	10	6	8	77
Clear Creek County	14	13	8	9	4	6	5	13	7	79
Gilpin County (Gaming)	3		3	1	1	3	1	3	4	19
Gilpin County (Non-Gaming)	31	38	27	28	42	40	54	68	41	369
Gilpin County (SOI)					1			1		2
Jefferson County			1						2	3
Other (listed zones not applicable)							1	1		2
Grand Total	156	171	172	153	187	165	179	200	152	1,535

Incidents by Run Type										
Run Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Emergency Response (Mutual Aid)	3	4	6	6	9	6	5	9	10	58
Emergency Response (Primary Response Area)	135	153	156	134	169	150	167	170	129	1,363
Law Enforcement Assist	1		1	2	2			8		14
MIH Visit	1	1		1		1	1			5
Public Assistance/Other Not Listed	2		1	1	4	1		1	1	11
Standby	8	11	6	7	3	6	3	7	7	58
Support Services		2	2	1		1	2	3	2	13
Total	150	171	172	152	187	165	178	198	149	1,522

[illegible]

GILPIN AMBULANCE AUTHORITY

A RESOLUTION AMENDING THE EMPLOYEE MANUAL

WHEREAS, the Gilpin Ambulance Authority (“Authority”) is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing pursuant to Section 29-1-203 of the Colorado Revised Statutes (“C.R.S.”) and Part 1 of Article 11 of Title 29, C.R.S. (collectively, the “Act”); and

WHEREAS, the Authority’s Board of Directors (“Board”) is responsible for the management, control and supervision of all the business and affairs of the Authority, including adopting and amending an employee manual; and

WHEREAS, the Board previously adopted the Gilpin Ambulance Authority Employee Manual (the “Manual”); and

WHEREAS, the Board desires to make certain amendments to the Manual, as further described herein.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Gilpin Ambulance Authority as follows:

1. Deletion of Subsection 8 of Section 18. The following Subsection 8 of Section 18 (“Time Off”), which states that: *“PTO may be cashed out in extreme circumstances with approval from the Chief and is cashed out at a 2:1 ratio”* is hereby deleted from the Manual in its entirety. Subsections 9 through 26 of Section 18 are hereby renumbered to maintain sequential order.
2. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
3. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

RESOLVED this 8th day of October 2025

GILPIN AMBULANCE AUTHORITY

By:

President, Buddy Schmalz

Attest:

Secretary, Commissioner Susan Berumen



Rocky Mountain Eagle Eye, LLC
4450 Arapahoe Ave
Ste 205
Boulder, CO 80303
(303) 381-4585

CO Private Investigation Company
INVESTIGATIVE SERVICES AGREEMENT

This Investigative Services Agreement (the “Agreement”) is entered into by and between Rocky Mountain Eagle Eye, LLC (Rocky Mountain Eagle Eye) and Gilpin Ambulance Authority (“Client”) (Rocky Mountain Eagle Eye and Client are collectively referred to herein as the “Parties”), as of _____(the “Effective Date”).

CLIENT INFORMATION

Business/Agency: Gilpin Ambulance Authority

Business/Agency Address: 495 Apex Valley Rd, Black Hawk, CO 80422

Phone Number: (303) 582-5499

E-mail Address: chief@gilpinambulance.com

Name and Phone # of Lawyer, if any: Kathryn Winn, (303) 218-7205

I. SCOPE OF WORK: Client hereby retains Rocky Mountain Eagle Eye, LLC to conduct surveillance, location, photography, document research, interviewing, background searching, and/or other investigation services set forth more specifically as follows:

Pre-Employment Background Screenings, Education and Certification Verification

The investigative activities described above will begin on or about: _____.

Client agrees to pay all fees, expenses, and other costs hereinafter incurred as a result of this investigation. As such, Client agrees that Rocky Mountain Eagle Eye, LLC is empowered to perform the services described above for and on behalf of Client, as well as to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of Client. The parties hereby agree that the investigative services described above have been requested by Client under this Agreement and will be provided by Rocky Mountain Eagle Eye, LLC, but Client acknowledges and agrees that the actual time and manner in which the following investigative services are conducted shall be left to the sole discretion of Rocky Mountain Eagle Eye, LLC.

II. FEES AND EXPENSES: In consideration for Rocky Mountain Eagle Eye, LLC providing the services described above on behalf of Client, Client hereby agrees to pay to Rocky Mountain Eagle Eye, LLC the following fees:

Hourly Rate: N/A (See Addendum)

Hourly Rate (Depositions and Court Appearances): N/A

Additional Hourly Rate, if Applicable: N/A

Additional Unit (upon Agreement): N/A

Flat Rate, If Applicable: N/A

Set-up Fee: N/A

Equipment Security Deposit: N/A

Mileage Rate: N/A

Consultation Fee: N/A

Incidentals, If Any: N/A

Hours and mileage begin and end at the base of operation.

The Parties agree that Client shall pay to Rocky Mountain Eagle Eye, LLC a retainer of: \$ N/A before any services covered by this Agreement are initiated. The Client agrees that, after chargeable activities equal to the retainer amount have been completed,

N/A (client initials) Rocky Mountain Eagle Eye, LLC is authorized to continue the investigation for up to N/A additional hours of billable time at the hourly rates specified above. N/A (client initials) No further investigative activities are authorized.

Rocky Mountain Eagle Eye, LLC will forward to Client regular statements listing all time and expenses incurred in the investigation. Fees and expenses are due and owing immediately upon completion of services.

Client understands and agrees that a monthly interest charge of 1.5% will be applied to any unpaid balance over 30 days past due.

Client agrees to compensate Rocky Mountain Eagle Eye, LLC at the agreed upon rates (including reimbursement for expenses) for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. Rocky Mountain Eagle Eye, LLC shall not be responsible for court delays or cancellations. 48 hours' notice is required in the event of any cancellation; otherwise, Client will be invoiced for each investigator for each day or portion scheduled.

A security deposit must be made on any equipment (cameras, audio equipment, other video equipment, etc.) used for surveillance or during the investigation by Rocky Mountain Eagle Eye, LLC or parties professionally associated with Rocky Mountain Eagle Eye, LLC. The deposit ensures that any equipment will be returned in the same condition as it was received.

Client recognizes that Rocky Mountain Eagle Eye, LLC will likely incur expenses directly associated with conducting the investigative services covered by this Agreement. As such, Client shall be responsible for all reasonable expenses, including, but not limited to, mileage, tolls, parking, overnight accommodations, meals, admission fees, videotapes, CD's, DVD's, photographic film and processing, long distance telephone charges, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by Client.

IF CLIENT IS AN ATTORNEY OR LAW FIRM AND HAS CONTRACTED FOR THE SERVICES OF ROCKY MOUNTAIN EAGLE EYE, LLC TO ASSIST IN ANY MATTER ON BEHALF OF THE ATTORNEY OR LAW FIRM'S CLIENTS OR IN ANY CASE BEING HANDLED BY THE ATTORNEY OR LAW FIRM, THEN THE ATTORNEY OR LAW FIRM HEREBY EXPRESSLY ACKNOWLEDGES, COVENANTS, AND AGREES THAT THE OBLIGATION OF THE ATTORNEY OR LAW FIRM TO PAY THE INVESTIGATOR FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT UPON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE INVESTIGATION, OR (2) THE ATTORNEY OR LAW FIRM BEING PAID BY ITS CLIENT, OR (3) THE ATTORNEY OR LAW FIRM'S CLIENT BEING SATISFIED WITH THE RESULTS OR OUTCOME OF THE INVESTIGATION.

III. CANCELLATION: Client must provide Rocky Mountain Eagle Eye, LLC with a minimum of eight hours' notice in case of any cancellation of any scheduled activity. A four-hour minimum charge will be imposed if Client fails to give eight hours' notice to Rocky Mountain Eagle Eye, LLC.

CLIENT EXPRESSLY AGREES THAT IN THE EVENT CLIENT EXECUTES THIS AGREEMENT AND THEN WISHES TO CANCEL THIS AGREEMENT AFTER ROCKY HAS BEGUN OR SCHEDULED ANY SERVICES SET FORTH IN THIS AGREEMENT, THAT AN AMOUNT EQUAL TO SIX HOURS BILLED AT THE HOURLY RATE SPECIFIED IN THIS AGREEMENT SHALL BE PAID TO MOUNTAIN AS A CASE INTAKE FEE. CLIENT ACKNOWLEDGES THAT ROCKY MOUNTAIN EAGLE EYE, LLC HAS TO SCHEDULE ASSIGNMENTS IN ADVANCE IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM SURVEILLANCE AND OTHER INVESTIGATIVE SERVICES FOR CLIENT AND FOR ROCKY MOUNTAIN EAGLE EYE, LLC' OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RESCHEDULED TO OTHER CLIENTS.

IV. USE AND ACCURACY OF INFORMATION: Client assumes responsibility to provide accurate information concerning the investigation. Rocky Mountain Eagle Eye, LLC is not responsible for unproductive investigative time resulting from inaccurate information supplied by Client.

Database search reports are performed strictly based on the information provided on the subject by the Client. Any error in spelling, format, or sequence of letters, words, or numbers can result in incorrect information. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions, and might also contain confidential source information. All attempts are made to maintain the integrity of this data. Rocky Mountain Eagle Eye, LLC cannot be held liable for inaccuracies contained in public record information or databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by Rocky Mountain Eagle Eye, LLC; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly

recommended that any information gathered be cross-referenced with “Original Source” information.

Rocky Mountain Eagle Eye, LLC is NOT a consumer reporting agency. Rocky Mountain Eagle Eye, LLC promotes the responsible use of information that it provides and reserves the right to withhold any information which Rocky Mountain Eagle Eye, LLC deems, in its sole discretion, to be outside the scope of a permissible purpose as defined by state and/or federal laws or regulations. “Confidential Information” shall not include such information as is or becomes part of the public domain through no action of Rocky Mountain Eagle Eye, LLC. Client is responsible for safeguarding the information provided from unauthorized third party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon Client and Client’s representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information. Furthermore, Client affirms that the information requested and/or learned during the investigation will not be used, directly or indirectly, for purposes of harassment, stalking, intimidation, threatening, causing harm, or for any other illegal purpose(s).

Client attests that Client has not misrepresented the purpose for requesting the services that Rocky Mountain Eagle Eye, LLC provides. Rocky Mountain Eagle Eye, LLC reserves the right to refuse service to the Client for any issue of security, safety, lawfulness, or ethics.

V. COMMUNICATION: Rocky Mountain Eagle Eye, LLC agrees that it will maintain reasonable communications with Client during the period of the investigation. Client agrees that meetings and conversations with Rocky Mountain Eagle Eye, LLC representatives may be billed to Client at the hourly rates specified above.

Client agrees that no verbal updates will be provided to Client while Rocky Mountain Eagle Eye, LLC is engaged in or in the process of performing any surveillance assignments. Oral reports will be provided within 48 hours after the information is obtained or the investigation is concluded. Client further agrees that if Client is represented by an attorney that Rocky Mountain Eagle Eye, LLC may, at its sole discretion, provide reports directly to Client’s attorney. Client understands that Client may be needed to provide information to Rocky Mountain Eagle Eye, LLC while in the course of a surveillance assignment, but Rocky Mountain Eagle Eye, LLC is not obligated to provide a report to Client at the time the additional information is requested. Client further agrees that, if Client retains an attorney after entering into this Agreement, Client must provide Rocky Mountain Eagle Eye, LLC with notice of the name and contact information for the attorney.

Unless waived by Client, Rocky Mountain Eagle Eye, LLC agrees to provide, within 15 days of the conclusion of the investigative services covered by this Agreement, a written report detailing the hours worked, activities completed, and results of the investigation. Every reasonable effort will be made to insure that the quality of the information will be accurate. However, Rocky Mountain Eagle Eye, LLC will not be responsible for information contained within database reports over which Rocky Mountain Eagle Eye, LLC has no control with regard to content.

Original notes and work product will not be released to Client and remain the property of Rocky Mountain Eagle Eye, LLC reserves the right to withhold any and all reports and/or evidence pending payment of all work in full.

VI. CLIENT INTERFERENCE: Client acknowledges that any interference in this investigation by Client or by Client's friends, relatives, agents, or employees will jeopardize the ability of Rocky Mountain Eagle Eye, LLC to provide services under this Agreement. Client further acknowledges that interference includes, but is not limited to, calling Rocky Mountain Eagle Eye, LLC and/or its employees and contractors while they are trying to perform investigative duties and/or surveillance, driving past locations under surveillance, and/or visiting locations near the location under surveillance. Client agrees not to interfere in any manner whatsoever, or to instruct or cause anyone else to interfere, directly or indirectly, while Rocky Mountain Eagle Eye, LLC is in the course of this investigation. Client understands and agrees that, in the event Client interferes in the investigation or the investigation is compromised in any way by the actions of Client or the actions of any person or persons associated, directly or indirectly, with Client, Rocky Mountain Eagle Eye, LLC has the right to cease all work immediately and terminate this Agreement, in which case Client will forfeit any unused portion of the retainer.

VII. DISCLAIMERS: Client expressly acknowledges that Rocky Mountain Eagle Eye, LLC fees for services are NOT contingent on the outcome or results of the above-referenced investigation. ROCKY MOUNTAIN EAGLE EYE, LLC MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION. No illegal or unethical services will be knowingly provided by Rocky Mountain Eagle Eye, LLC, and CLIENT certifies that Client is not knowingly requesting any illegal services. Rocky Mountain Eagle Eye, LLC reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in Rocky Mountain Eagle Eye, LLC sole opinion detrimental to Rocky Mountain Eagle Eye, LLC will perform services in compliance with all state and federal laws, regulations, and best practices. CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.

VIII. CONFIDENTIALITY: All investigative findings furnished to Client are exclusively for Client's own use. Client agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know or are authorized by law. Client will hold Rocky Mountain Eagle Eye, LLC harmless from any and all damages, losses, cost or expenses, including attorney fees, suffered or incurred in connection with arising out of claims based on investigative findings provided to Client, and for which Client fails to keep strictly confidential. Rocky Mountain Eagle Eye, LLC will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized in writing by the Client or ordered by a court.

IX. CREDIT CARD AUTHORIZATION: By Client providing Rocky Mountain Eagle Eye, LLC with Client's credit card information, Rocky Mountain Eagle Eye, LLC is authorized to charge Client's credit card as Rocky Mountain Eagle Eye, LLC may deem necessary to pay off any outstanding balances, additional requested services by Client, court

appearances, or any appearance requested by any party associated with this investigation. Client further acknowledges that Rocky Mountain Eagle Eye, LLC' fees are based on information, whether negative or positive to Client's case, along with accrued time and expenses. Rocky Mountain Eagle Eye, LLC shall be entitled to all invoiced fees, regardless of the value of the information developed by Rocky Mountain Eagle Eye, LLC. Client waives any right to dispute or "chargeback" on any credit card charges made by Rocky Mountain Eagle Eye, LLC that can be justified with an invoice. Client understands that any dispute of charges can and will be resolved in court and not through the credit card company for the card provided to Rocky Mountain Eagle Eye, LLC.

X. INDEMNIFICATION: Client agrees to and shall indemnify, defend, and hold harmless Rocky Mountain Eagle Eye, LLC, its owners, officers, employees, affiliates, successors, related entities, agents, and representatives from and against any and all claims, causes of action, lawsuits, third party claims, damages, losses, liabilities, taxes, sanctions, costs, and expenses, whether civil, criminal, administrative, or disciplinary in nature, including any attorneys' fees or other legal fees, suffered or incurred in connection with or arising out of claims based on (1) investigations conducted by Rocky Mountain Eagle Eye, LLC for Client; (2) investigative results provided by Rocky Mountain Eagle Eye, LLC to Client; or (3) Rocky Mountain Eagle Eye, LLC' performance under this Agreement, except for illegal acts or negligence on the part of the Rocky Mountain Eagle Eye, LLC or its agents or employees.

XI. RELEASE: Client hereby releases, waives, discharges, and covenants not to sue Rocky Mountain Eagle Eye, LLC, its owners, officers, employees, affiliates, successors, related entities, agents, and representatives from any liability to Client, as well as Client's employees, agents, personal representatives, heirs, assigns, and next of kin for any loss or damage, and any claims or demands therefor, on account of injury to person or property, including injury resulting in death, whether caused by negligence or otherwise, during the course of Rocky Mountain Eagle Eye, LLC' performance of this Agreement. Client further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

XII. SUCCESSORS AND ASSIGNS/ADDITIONAL INVESTIGATORS: To the extent permitted by law, Rocky Mountain Eagle Eye, LLC may assign this Agreement to any subsidiary or affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise). This Agreement shall inure to the benefit of Rocky Mountain Eagle Eye, LLC and to its permitted successors and assigns. Client may not assign this Agreement or any part hereof.

Client further agrees that Rocky Mountain Eagle Eye, LLC, at Rocky Mountain Eagle Eye, LLC sole discretion, may use sub-contracted investigators and may immediately engage one or more additional investigators, to be billed additionally at the agreed upon hourly billing rate, in the course of any assignment where Rocky Mountain Eagle Eye, LLC determines that one or more additional investigators is needed immediately.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Colorado without regard to conflicts-of-law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in Arapahoe County,

Colorado. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. If either party brings an action to enforce their rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action from the losing party, in addition to any other damages awarded.

XIV. ENTIRE AGREEMENT: This Agreement contains all the understandings and representations between Client and Rocky Mountain Eagle Eye, LLC pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

XV. MODIFICATION AND WAIVER: No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Parties. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

XVI. SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

XVII. CAPTIONS: Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

XVIII. NOTICES: All notices and other communications hereunder shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid) to the parties' address as listed at the beginning of this Agreement.

XIX. COUNTERPARTS: Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail, or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

CLIENT HEREBY ACKNOWLEDGES THAT CLIENT HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY AN ATTORNEY. BY SIGNING THIS AGREEMENT, CLIENT HEREBY PERSONALLY CERTIFIES AND AFFIRMS THAT THE INFORMATION SUPPLIED ABOVE IS TRUE AND ACCURATE TO THE BEST OF CLIENT'S KNOWLEDGE. CLIENT FURTHER REPRESENTS AND AFFIRMS THAT CLIENT IS AUTHORIZED TO ORDER THIS INVESTIGATION AND TO FINANCIALLY CONTRACT FOR THIS ASSIGNMENT. IN THE EVENT CLIENT IS A PARTNERSHIP, CORPORATION, OR OTHER LEGAL ENTITY AND CLIENT FAILS TO PAY FOR SERVICES COVERED BY THIS AGREEMENT, THE UNDERSIGNED SIGNATORY ON BEHALF OF THE ENTITY AGREES TO BE PERSONALLY RESPONSIBLE FOR ANY AND ALL FINANCIAL OBLIGATIONS ASSOCIATED WITH THIS INVESTIGATION. CLIENT ALSO AGREES AND UNDERSTANDS THAT KNOWINGLY SUPPLYING FALSE OR MISLEADING INFORMATION MAY RESULT IN ROCKY MOUNTAIN EAGLE EYE, LLC TERMINATING THIS AGREEMENT.

CLIENT FURTHER AGREES AND UNDERSTANDS THAT THIS AGREEMENT SHALL NOT BECOME ENFORCEABLE OR OTHERWISE LEGALLY BINDING UNTIL SUCH TIME AS IT HAS BEEN SIGNED BELOW BY BOTH CLIENT AND ROCKY MOUNTAIN EAGLE EYE, LLC.

CLIENT (Business/Agency):

ROCKY MOUNTAIN EAGLE EYE, LLC:

Name of Entity: Gilpin Ambulance Authority

By: _____

Brandon Richardson

Its: _____

Managing Member

Signature: _____

Rocky Mountain Eagle Eye, LLC

Date: _____

Date: _____

Rocky Mountain Eagle Eye LLC
18475 W Colfax Ave, Suite 132
Golden, CO 80401
(303) 301-1440
www.rockymountaineagleeye.com

AMENDMENT TO RETAINER AGREEMENT

To:
Chief C. Carroll
Gilpin Ambulance Authority
495 Apex Valley Road
Black Hawk, CO 80422

Date: 07/11/2025

Effective Date: Immediate

Dear Chief Carroll,

We appreciate the opportunity to continue supporting the Gilpin Ambulance Authority ("GAA") with professional background screening and compliance services. Due to rising costs associated with secure access to DMV records, criminal databases, and verification services used in compliance with local, state, and federal standards, this letter serves as an official amendment to the current retainer agreement between Gilpin Ambulance Authority and Rocky Mountain Eagle Eye ("RMEE"). This amendment updates our fee structure to reflect these rising operational and regulatory costs, while continuing to ensure high-quality, thorough, and timely service for all screenings and reporting.

1. Updated Service Rates

Effective immediately, the following rates apply:

Service	Rate
Pre-Hire Background Screening (per applicant)	\$200 flat fee
Education Verification (If Applicable)	\$25
Quarterly Exclusion/Compliance Monitoring	\$375 per quarter (up to 22 employees)
Annual DMV (MVR) Screenings	\$550 per year (up to 22 employees)
Credit Report (if requested)	\$50 per request

2. Payment Terms

All fees associated with pre-employment screenings must be paid in full by the Client at the time of service, including any education, credit, or DMV-related components. Fees for quarterly and annual screenings are due upfront at the beginning of each reporting period.

Rocky Mountain Eagle Eye LLC
18475 W Colfax Ave, Suite 132
Golden, CO 80401
(303) 301-1440
www.rockymountaineagleeye.com

3. Scope of Services

Inclusive of the above fees are all routine background checks, database reviews (DMV, exclusion, etc.), labor for report compilation, and any interviews required. Specific database/report names are encompassed in the service pricing and need not be separately listed.

4. Agreement Continuation and Amendment

This Amendment modifies the financial terms of the retainer agreement only and does not alter any other terms, obligations, or conditions of the most recently executed agreement between Client and Contractor. All other provisions remain in full force and effect.

Thank you for your continued partnership with Rocky Mountain Eagle Eye. We look forward to continuing to support your agency's needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Richardson", followed by a horizontal line.

Brandon Richardson
Managing Investigator
Rocky Mountain Eagle Eye LLC

ADDENDUM TO INVESTIGATIVE SERVICES AGREEMENT

THIS ADDENDUM TO INVESTIGATIVE SERVICES AGREEMENT (“Addendum”) modifies the Investigative Services Agreement (“Agreement”) between Rocky Mountain Eagle Eye, LLC, a Colorado limited liability corporation (“Rocky Mountain Eagle Eye”) and Gilpin Ambulance Authority, a quasi-municipal corporation and political subdivision of the State of Colorado (“Client,” and together with Rocky Mountain Eagle Eye, the “Parties,” or either of the Parties individually, the “Party”), and is effective as of the same date as the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and Rocky Mountain Eagle Eye hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.

2. Independent Contractor. The services to be performed by Rocky Mountain Eagle Eye are those of an independent contractor and not of an employee or partner of the Client. **Rocky Mountain Eagle Eye is obligated to pay federal and state income tax on any moneys earned pursuant to the Agreement. Neither Rocky Mountain Eagle Eye nor its employees or independent contractors, if any, are entitled to workers’ compensation benefits from the Client for the performance of the services specified in the Agreement.**

3. Confidentiality. Notwithstanding any other provision contained in the Agreement, the Client shall have no obligation to keep and maintain in confidence any document, including the Agreement, that is subject to disclosure under the Colorado Open Records Act, Part 2, Article 72, Title 24, C.R.S., as determined by the Client.

4. Ownership of Work. The Client shall own all work product for which it has paid.

5. Insurance.

(a) During the term of this Agreement, the Rocky Mountain Eagle Eye shall purchase and maintain, at its own cost and expense, the following:

(i) Workers’ compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an

employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Rocky Mountain Eagle Eye under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Rocky Mountain Eagle Eye's services under this Agreement with a limit of at least \$1,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Client, the Client Representative, and the Client's directors, officers, and employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years; and (ii) automobile liability policy.

(e) Rocky Mountain Eagle Eye shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Client, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Client and its directors, officers, agents, and employees. Any insurance maintained by the Client and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Rocky Mountain Eagle Eye's insurance.

(g) Prior to commencement of performance, the Rocky Mountain Eagle Eye shall provide certificates of insurance satisfactory to the Client that clearly evidence all insurance coverages required herein, including but not limited to endorsements

(individually and collectively, “Certificates of Insurance”). The Rocky Mountain Eagle Eye agrees that, until the Client is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Client. The Rocky Mountain Eagle Eye will provide the Client with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Client to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Rocky Mountain Eagle Eye of its responsibility to provide the specific insurance coverages set forth herein.

(h) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days’ prior written notice has been delivered to the Client, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Client no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Rocky Mountain Eagle Eye shall, within five (5) days, procure other policies of insurance as necessary provide Certificates of Insurance evidencing the same to the Client. If the Rocky Mountain Eagle Eye fails to procure the required insurance or provide the Client with Certificates of Insurance within the timeframe provided, the Client may terminate or suspend this Agreement upon written notice to the Rocky Mountain Eagle Eye.

6. Limitation on Client Indemnity. Any obligation of the Client to indemnify, defend, or hold harmless Rocky Mountain Eagle Eye is deleted. Notwithstanding any provision in the Agreement, the Client is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Client or its officers or employees.

7. Limitation on Damages. Under no circumstances shall the Client be liable to Rocky Mountain Eagle Eye for special, punitive, indirect or consequential damages suffered by Rocky Mountain Eagle Eye arising out of or in connection with the Agreement including, without limitation, lost profits, loss of use, or loss of opportunity.

8. Cancellation. The following language in Section 3, Cancellation, of the Agreement is modified by removing the stricken language as follows:

Client must provide Rocky Mountain Eagle Eye, LLC with a minimum of eight hours’ notice in case of any cancellation of any scheduled activity. A four-hour minimum charge will be imposed if Client fails to give eight hours’ notice to Rocky Mountain Eagle Eye, LLC.

9. Client Interference. The following language in Section 6, Client Interference, of the Agreement is modified by removing the stricken language as follows:

Client acknowledges that any interference in this investigation by Client or by Client's friends, relatives, agents, or employees will jeopardize the ability of Rocky Mountain Eagle Eye, LLC to provide services under this Agreement. Client further acknowledges that interference includes, but is not limited to, calling Rocky Mountain Eagle Eye, LLC and/or its employees and contractors while they are trying to perform investigative duties and/or surveillance, driving past locations under surveillance, and/or visiting locations near the location under surveillance. Client agrees not to interfere in any manner whatsoever, or to instruct or cause anyone else to interfere, directly or indirectly, while Rocky Mountain Eagle Eye, LLC is in the course of this investigation. Client understands and agrees that, in the event Client interferes in the investigation or the investigation is compromised in anyway by the actions of Client or the actions of any person or persons associated, directly or indirectly, with Client, Rocky Mountain Eagle Eye, LLC has the right to cease all work immediately and terminate this Agreement.

10. Credit Card Authorization. Section 9, Credit Card Authorization, is hereby deleted in its entirety.

11. Release. Section 11, Release, is hereby deleted in its entirety.

12. Successors and Assigns/Additional Investigators. The following language in Section 12, Successors and Assigns/Additional Investigators, of the Agreement is modified by adding the double-underlined, capitalized language as follows:

To the extent permitted by law, Rocky Mountain Eagle Eye, LLC may assign this Agreement to any subsidiary or affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise), UPON WRITTEN APPROVAL BY CLIENT. This Agreement shall inure to the benefit of Rocky Mountain Eagle Eye, LLC and to its permitted successors and assigns. Client may not assign this Agreement or any part hereof.

Client further agrees that Rocky Mountain Eagle Eye, LLC, at Rocky Mountain Eagle Eye, LLC sole discretion, may use sub-contracted investigators and may immediately engage one or more additional investigators, to be billed additionally at the agreed upon hourly billing rate, in the course of any assignment where Rocky Mountain Eagle Eye, LLC determines that one or more additional investigators is needed immediately, UPON WRITTEN APPROVAL BY CLIENT.

13. 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 Gilpin County.

14. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the Client's 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 Client's Board of Directors.

15. Taxes. The Client is a governmental entity and is therefore exempt from state and local sales and use tax. The Client will not pay for or reimburse any sales or use tax that may not directly be imposed against the Client. The Rocky Mountain Eagle Eye shall use the Client sales tax exemption for the purchase of any and all products and equipment on behalf of the Client.

16. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

17. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

ROCKY MOUNTAIN EAGLE EYE:

Rocky Mountain Eagle Eye, LLC, a Colorado limited liability corporation.

By: _____
Name: _____
Title: _____
Date: _____

CLIENT:

Gilpin Ambulance Authority, a quasi-municipal corporation, and political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

CYLINDER PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 4810 Vasquez Blvd., Denver, CO 80216 ("Seller") and Gilpin Ambulance, with offices at 495 Apex Valley Rd N, Black Hawk, CO 80422 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, all of Buyer's total present and future requirements of industrial, specialty, and medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement. The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.
2. **Term.** This Agreement shall be effective as of August 29, 2025 ("Effective Date"). The initial term of this Agreement shall be seven (7) years and shall commence upon the Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year terms (a "Renewal Term") unless terminated at the end of the then-current term upon not less than twelve months' written notice by either party. The Initial Term and any Renewal Terms shall be the "Term." Seller shall have the right to terminate this Agreement and recover the possession of the Cylinders, if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any amounts owed when and as due.
3. **Payment Terms.** The pricing for Products purchased hereunder, which may be adjusted by Seller from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Cylinders provided by Seller and terminate, in whole or in part, this Agreement.
4. **Charges.** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 9 (Price Changes) and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.
5. **Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto, which rate(s) may be adjusted from time to time. If not listed on a rider, rental fees will be priced at market rate. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the rental fees set forth herein. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.
6. **Taxes.** Buyer shall be responsible for all applicable taxes related to or arising from this Agreement.
7. **Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch or (ii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first consulting the SDS.
8. **Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.
9. **Price Change.** If Seller increases the price for a Product sold under this Agreement, such increase shall become effective fifteen (15) days after written notice is given to Buyer. If within fifteen (15) days of receiving such notice, the Buyer furnishes Seller with a copy of a bona fide firm, written offer to sell such Product under similar circumstances at prices lower than such revised prices, Seller shall have fifteen (15) days within which to, at Seller's sole option, either meet the lower price or revert to the Buyer's price in effect before the price increase. If Seller agrees to meet a lower pricing offer or reverts to the price in effect at time of increase, this Agreement shall renew for a period equal to the length of the initial term. If Seller does not exercise its option to adjust the price, Buyer may terminate this Agreement by giving Seller thirty (30) days' prior written notice of such termination.
10. **Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**
11. **Remedy; Limitation of Liability.** **SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.**
12. **Indemnification.** Buyer shall indemnify, defend and hold Seller harmless against all claims, suits, actions, liabilities, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any personal injury (including death) or property damage arising out of Buyer's use of Seller's Products, except to the extent that such personal injury or property damage is due to the sole negligence of Seller.
13. **Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees.

14. **Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.

15. **Governing Law, Dispute Resolution; Class Action and Trial by Jury Waiver.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**

16. **Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. Notwithstanding the foregoing, a notice of termination under Section 2 (Term) hereof must be given by overnight courier providing proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. Buyer shall fully indemnify, hold harmless, and defend Seller (and its employees, officers, directors, agents, and affiliates) from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims" and each a "Claim") which arise out of or relate to Buyer's representation in this Section 16, in each case whether or not such Claim has any merit. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. **The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year accepted by Seller below.**

GILPIN AMBULANCE (Buyer)

AIRGAS USA, LLC (Seller)

Accepted By: _____

Submitted By: Dawna Manerbino

Printed Name: _____

Accepted By: _____

Title: _____/Authorized Representative

Printed Name: _____

Date: _____

Title: _____ Date: _____

Email: _____



**Rider to Cylinder Product Sale Agreement between Gilpin Ambulance and Airgas USA, LLC,
with an Effective Date of August 29, 2025**

Buyer's Locations: 495 Apex Valley Rd. N, Black Hawk, CO 80422
7457 Blackhawk Blvd., Black Hawk, CO 80422
116 Lawrence St., Central City, CO 80427
19126 Highway 119, Blackhawk, CO 80422

Product	Description	Price/Cylinder	Cylinder Size	Daily Rental Fee
OX USPDAWB	Medical Oxygen	\$18.00	D	\$0.20
OX USPDAWBEMS	Medical Oxygen	\$18.00	D	\$0.20
OX USPEAWB	Medical Oxygen	\$22.00	E	\$0.20
OX USP125	Medical Oxygen	\$29.00	125	\$0.30
OX USP200	Medical Oxygen	\$34.00	200	\$0.30
OX USPDA	Medical Oxygen	\$18.00	D	\$0.20

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

CHARGES

Hazmat Charge (Product) is \$10.00 per Delivery

Hazmat Charge (Cylinder Rental) is \$5.00 per Monthly Invoice

Delivery Charge is \$50.00 per Delivery

Fuel Charge is Variable

Energy Charge is Variable

AGREED TO AND ACCEPTED BY:

GILPIN AMBULANCE (BUYER) By: _____ Printed Name: _____ Title: _____/Authorized Representative Date: _____	AIRGAS USA, LLC (SELLER) By: _____ Printed Name: _____ Title: _____ Date: _____
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