

**MINUTES OF THE OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
OCTOBER THIRTIETH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a regular open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:03pm on October 30, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Maggie Sieve, Secretary/Director
Steve Field, Treasurer
Dave Herman, Fire Chief
Kenny Hughes, Fire Marshal
Bob Sievers, Medical Officer
Paul Martin, District Attorney

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the amended agenda as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MINUTES

Director Sieve made a motion to table the acceptance of the open and closed minutes of September 25, 2023, October 2, 2023, October 16, 2023, and October 23, 2023 seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Field made a motion to pay all bills and invoices as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Guyton-aye.

NEW BUSINESS

Director Guyton introduced Lorenzo Boyd from Stifel to give a brief review of the District's bonds.

Director Sieve discussed the need for a District Chaplain.

CHIEF'S REPORT

Chief Herman submitted bids to the Board to repair the rear bay door for Firehouse #1.

Director Field made a motion to accept the bid for 2 springs from Martin Door for \$1651.00, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Chief Herman submitted installation bids to the board for a pressure reducing valve for Firehouse #2.

Director Sieve made a motion to accept the bid for a pressure reducing valve from ARCH Plumbing for \$1760.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Chief Herman submitted installation bids to the board for Class A foam.

Director Field made a motion to accept the bid for Class A foam from Leo M Ellebracht for \$2260.00, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

MEDICAL OFFICER'S REPORT

Medical Officer Sievers discussed utilizing the GEMT consulting company, AP Tritan.

Director Field made a motion to accept Resolution 2023-07: GEMT AP Tritan consulting contract, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

PUBLIC

No public comments.

Director Sieve made a motion to hold a closed board meeting November 6, 2023, at 5pm, a regular open meeting on November 13, 2023, at 6pm, and a Labor Contract Negotiation November 16, 2023, at 6pm at 12641 Missouri Bottom Road, Hazelwood, Missouri, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

CLOSED SESSION

Director Field made a motion to enter into closed session at 6:34pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).

2. **HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(3)).**

Seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 7:42pm, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REPORT FROM CLOSED SESSION

Director Sieve made a motion to accept Resolution 2023-07: GEMT AP Tritan consulting contract, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye

Director Guyton reported the promotion of Suzette Stoyanov to Office Manager with the salary of \$58,240.00

ADJOURNMENT

Director Sieve made a motion to adjourn the meeting, seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 7:47pm.

President, Board of Directors

Secretary, Board of Directors

ROBERTSON FIRE PROTECTION DISTRICT
AGENDA – OPEN BOARD MEETING OCTOBER 30th, 2023–6:00 P.M.
ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD
Zoom Link: <https://zoom.us/j/93028309439?pwd=WU02ZEpMckN1Q2pzRHY5ZkdRL2VtUT09>
This meeting is being held in person and on Zoom.

1. CALL TO ORDER:
 - a. Pledge of Allegiance
2. AMENDMENT AND/OR ADOPTION OF AGENDA
3. APPROVAL OF MEETING MINUTES
4. ACCOUNTS PAYABLE
5. NEW BUSINESS
 - a. Lorenzo Boyd from Stifel—brief review of District bonds
 - b. Appointing a District Chaplain—Discussion
6. CHIEF’S REPORT
 - a. Rear Bay Door for Firehouse # 1—repair bids
 - b. Water Pressure Governor for Firehouse #2—installation bids
 - c. Class A Foam—bids
7. MEDICAL OFFICER’S REPORT
 - a. Resolution 2023-07: GEMT consulting contract
8. PUBLIC **Individuals who intended on speaking are required to sign in.**
9. UPCOMING MEETINGS: Closed Executive Meeting—November 6, 2023, at 5pm
 Regular Open Board Meeting—November 13, 2023, at 6pm
 Labor Contract Negotiations—November 16, 2023, at 6pm
10. THE ROBERTSON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS WILL HOLD A CLOSED SESSION. THE CLOSED SESSION WILL BE HELD IN ACCORDANCE WITH RSMO 610.021:
 1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION (610.021 (1)).
 2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3)).
11. REOPEN FROM CLOSED
12. ADJOURNMENT

Board of Directors
Jennifer Guyton, President
Steve Field, Treasurer
Maggie Sieve, Secretary



Officers
Dave Herman, Fire Chief
Adam Long, Assistant Fire Chief
Kenneth Hughes, Fire Marshall
Robert Sievers, Medical Officer

Board Meeting October 30,2023

Chief's Report - Items to be discussed and considered.

1. Garage Door repair on rear door at House # 1 Need 1 to 2 springs replaced. 2 springs are together on 1 rod. They usually break around the same time, and when 1 is replaced, it can cause the other to break if it is older.

Recommend Martin Door for \$1650 to replace 2 springs

Martin Door	\$928 for 1 spring	\$1651 for 2 springs	\$3303 for 4 springs
Birdsong	\$1678 (for 1 spring)		
Overhead Door	\$3213 (for 2 Springs)		

2. Pressure Reducing Valve for House # 2. Pressure going into the building is 140-150 PSI. It should be between 40 and 100 PSI. Excess pressure is causing damage to our appliances, pipes and hoses.

Recommend ARCH Plumbing for \$1760

ARCH Plumbing	\$1760
Albert Arno Inc.	\$2450
C&R Mechanical Co.	\$2592

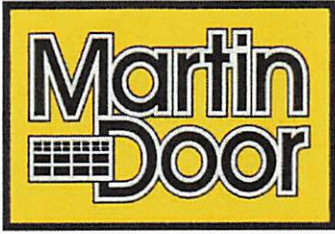
3. Class A Foam for fire suppression replacing foam used on recent fires. **Recommend Leo M Ellebracht for \$2260**

Leo M Ellebracht	\$2260
FELD FIRE	\$2349
Banner Inc.	\$2660
Sentinel	\$2700
MacQueen	\$3384.60

County Bill 176 regarding senior tax freeze

ROBERTSON FIRE PROTECTION DISTRICT

12641 Missouri Bottom Road • Hazelwood, MO 63042 • phone: 314.291.6671 • fax: 314.291.6710



Proposal

DATE October 27, 2023

3037 North St. Peters Parkway
 St. Peters, Mo, 63376
 Phone 636-928-3875 Fax: 636-447-8853

Contact: CAPT. CANTRELL
 Bill To: ROBERTSON FIRE PROTECTION DISTRICT
 Address: 12641 MISSOURI BOTTOM ROADS
 HAZELWOOD, MO. 63042
 Phone: (314) 973-6380
 EMAIL: DCANTRELL@RFPD.ORG

Ship To:

TERMS: **NET30**

Please Note: Attached Terms And Conditions to the Contract

QUOTES ARE GOOD FOR (30) DAYS, BUT ULTIMATELY ANY PRICING SHALL BE SUBJECT TO CHANGE BY MARTIN DOOR AT ANY TIME DUE TO INCREASE(S) IN MATERIAL PRICING OR OTHER COST CONDITIONS BEYOND MARTIN DOOR CONTROL

SALESPERSON	ORDER NUMBER	JOB	QUOTE#
JEREMY HANSON		REPLACEMENT OVERHEAD DOOR SPRING/S	

Notes: WE PROPOSE TO REMOVE THE BROKEN SPRING ON THE REAR OVERHEAD BAY DOOR. WE WILL FURNISH AND INSTALL 1 - SPRING ON REAR OVERHEAD DOOR. OVERHEAD DOOR AND OPERATOR TO BE LUBED TESTED AND ADJUSTED ACCORDINGLY. **ANY ADDITIONAL PARTS TO BE BILLED AT COST AND LABOR SEPERATELY. MARTIN DOOR DOES NOT PROVIDE WARRANTY ON REUSED MATERIALS.**

QUANTITY	DESCRIPTION	Part #	
	***** SINGLE REPLACEMENT SPRING *****		
1.00	.3625 X 3 3/4" X 61" SPRING		
1.00	LABOR - TOTAL FOR 1 ONLY		\$ 928.00
	**** 4 REPLACEMENT SPRING ****		
4.00	.3625 X 3 3/4" X 61" SPRING		
2.00	LABOR - TOTAL FOR ALL 4		\$ 3,303.00
	TOTAL TO DO ONE SET (2 ON RIGHT)		\$ 1,651.50
	<u>2 - PRICES LISTED ABOVE. 1ST PRICE IS FOR SINGLE SPRING REPLACEMENT. 2ND PRICE LISTED IS IF WE ARE TO REPLACE ALL 4 - SPRINGS AT SAME TIME.</u>		
	<u>IN THE EVENT OF UNFORSEEN ISSUES FOUND DURING THE REMOVAL AND/OR INSTALL PROCESS ANY ADDITIONAL PARTS REQUIRED WILL BE BILLED AT COST AND LABOR SEPERATELY.</u>		
			Total

Please Allow 2 - 3 Weeks For Approximate Delivery

Price Includes Material, Freight, And Surcharge

*An Open Account or 50% Deposit & Signed Proposal Required

*Prices do not include licensing or permits.

*Signed Proposal Required to Order/Balance Due Upon Completion

*Martin Door is not responsible for the working conditions of reused materials.

*New material is warranted per manufacturer's warranty. Reused material has no warranty.

*Martin Door is not responsible for unforeseen or hidden conditions discovered during removal of existing materials.

Signature: **JEREMY HANSON**

Approved/Accepted By



The Birdsong Company
 PO Box 5993
 Saint Louis, MO 63134 United States
 (314) 524-2400

BILL TO

Roberston Fire Protection Dist
 12641 Missouri Bottom Road
 Hazelwood, MO 63042 USA

ESTIMATE 34309468	ESTIMATE DATE Oct 26, 2023
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JOB ADDRESS

Roberston Fire Protection Dist
 12641 Missouri Bottom Road
 Hazelwood, MO 63042 USA

Job: 22351

ESTIMATE DETAILS

Replace Broken Torsion Spring:
 Replace broken torsion spring.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
*Service Call - Comm Door	Commercial Service Call To Repair Door	1.00	\$65.00	\$65.00
*COMM DOOR LABOR RATE	Labor Charge Per Hour To Repair Commercial Doors and Docks.	4.50	\$144.00	\$648.00

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
Special Order:Special Order For Doors	362x3-3/4x62	1.00	\$590.00	\$590.00
Scissor Lift Rental	19' Scissor Lift	1.00	\$375.00	\$375.00

SUB-TOTAL	\$1,678.00
TAX 0%	\$0.00
TOTAL	\$1,678.00

Thank you for choosing The Birdsong Company.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES.

The summary above is furnished by The Birdsong Company as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially.

THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED.

THIS ESTIMATE IS VALID FOR 15 DAYS.

50% DEPOSIT DUE AT THE TIME OF ACCEPTANCE AND REMAINING BALANCE DUE AT THE TIME OF COMPLETION.

I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Labor is warrantied for 1 year on the installation of a new commercial door.

Labor is warrantied for 90 days on the installation of a new commercial door operator.

Materials are warrantied for 1 year unless stated otherwise by the manufacturer.

Sign here

Date

The Genuine. The Original.



Overhead Door Company of St. Louis
A DH PACE Company

General Office and Showroom
12046 Lackland Rd. • P.O. Box 46810
Maryland Heights, MO 63146
P 314-781-5200 • F 314-781-0938
OverheadDoorStLouis.com

PROPOSAL

Entry Doors • Automatic Door Systems • Dock Equipment • Preventive Maintenance

BUYER (and billing address if different from site):	PROJECT (site address):
ROBERTSON FIRE DEPARTMENT 12641 MISSOURI BOTTOM RD HAZELWOOD, MO 63042	FIRE HOUSE #1 12641 MISSOURI BOTTOM RD HAZELWOOD, MO 63042

Addendums Acknowledged:	Drawings Dated:	Specifications	Proposal #: JAS102023
Submitted By: JO ANN SCHUESSEL	<i>COMMERCIAL SALES ESTIMATOR</i>	314-220-5959	
Submitted To: WILL HERMAN	Proposal Date: 10/20/23		

FURNISH & INSTALL:

BACK ENGINE BAY DOOR

Replace (2) broken Torsion Springs on Door
Includes rental of Lift

FOR THE SUM OF.....\$3213.00

ALLOW APPROXIMATELY 2 WEEKS FOR THE ABOVE MATERIAL UPON RECEIPT OF APPROVAL
WORK TO BE DONE ON NORMAL BUSINESS HOURS
BID IS GOOD FOR 30 DAYS

“Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.”

Clarifications / Exclusions

- Price includes all applicable state and local taxes.
- All opening & structural preparation, including framing and finishes, and field painting by others.
- Pricing assumes reasonable access will be provided. Other trades and finishes will be coordinated by customer as to not interfere with installation and testing.
- Manufacturer’s standard warranty applies. Warranties beyond the manufacturer’s standard are specifically excluded. All materials and workmanship guaranteed against defects for one year.
- Proposal is subject to mutually agreeable contract terms.
- **Material and freight costs are anticipated to rise at unpredictable rates over the next several months.** This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the



steel industry & freight carriers. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. With that in mind, we ask that the cost of the work be tethered to the Producer Price Index as published by the department of labor and statistics. More specifically, to the series ID# WPU101, Metals and metal products; iron and steel (https://data.bls.gov/timeseries/WPU101?data_tool=XGtable). Historically, every four points of rise in this measurement has translated into one percentage point of material cost.

- *Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.*
- *Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID – 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.*

The Genuine. The Original.



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The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER

SIGNATURE of: Owner Partner Officer (indicate which)

ACCEPTANCE DATE: ____/____/____
(MM / DD / YYYY)

Attachment A: TERMS AND CONDITIONS

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

BETTER QUALITY = BETTER PRICES



Phone 636.299.3854 • archplumbing@yahoo.com

LICENSED = BONDED = INSURED

CUSTOMER'S ORDER NO.		DATE 10-24-23					
NAME Robertson fire district							
ADDRESS 3820 Taussig rd							
CITY, STATE, ZIP Berderton, Mo							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
Coley							
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
1							
2							
3	Install New 2"						
4	Pressure Reducing valve						
5	on vertical riser on						
6	Main water service				\$1767		
7							
8							
9	free estimate						
10							
11							
12							
RECEIVED BY							

ArchPlumbingSTL.com



5000 CLAXTON AVE. ST. LOUIS, MO 63120
(314) 383-2700 / FAX (314) 383-7193

Robertson Fire District
3820 Taussig Road
Bridgeton, MO 63044
ATTN: Bob Sievers

October 25, 2023

We propose installing a High Pressure PRV in house #2 on the main water line coming into the building.

Includes:

- Installing 1 new 2 inch High Pressure PRV
- Adjusting the water pressure to the building
- All material and labor for the project
- All labor hours to be done Monday-Friday (7:00 A.M.- 3:00 P.M.)

Excludes:

- Any other plumbing work
- Any wall patching or painting
- Any concrete work
- Any overtime for the project
- Anything not listed above

The price for this proposal labor and material:\$2,450.00

This price is valid for 30 days

If you have any questions please don't hesitate to contact me.

Mike Sievers
314-502-5757
Mikes.albertarno@gmail.com



C & R MECHANICAL COMPANY
Contractors & Engineers

Oct. 30th, 2023

Robertson FD
Attn: Cary Palermo
St. Louis, MO

**RE: Installation of Pressure-Reducing Valve on Domestic Water Supply
C & R Proposal # S23-0843**

Dear Cary,

We are pleased to submit our proposal to provide labor and materials to install a 2" PRV on the domestic water service at riser in Sprinkler Room.

All work shall be completed in a timely and workmanlike manner for the sum of Two-Thousand Five Hundred Ninety-Two and 00/100 dollars. (\$2,592.00).

INCLUDED IN OUR PROPOSAL ARE THE FOLLOWING:

- Mobilization of project.
- Provide and install **Watts 2" LF25AUB** pressure reducing valve.
- Provide and install liquid-filled pressure gauge for pressure monitoring.
- Provide L copper piping and pro-press fittings for installation.
- Reenergize system, check for leaks, and set PRV at proper pressure.
- Clean up work area.

THE FOLLOWING ARE NOT INCLUDED IN OUR PROPOSAL:

- Premium time.
- Repair or replacement of any of the existing plumbing system not described above, including but not limited to shut off valve for main domestic water.
- Permit or inspection.

Thank you for the opportunity to submit our proposal, we look forward to working with you on this project. If you have any questions or require additional information, please contact me.

Sincerely,
C&R Mechanical
Pete Campanella
Pete Campanella
Project Manager, Service

Approved: _____

Date: _____

This quote is good 30 days from date of proposal after such date the quote will be subject to change





"Everything for Firefighting" Since 1946

QUOTE

Leo M. Ellebracht Company

104 Mullach Court Suite 1028
Wentzville, MO 63385
Phone: 636-332-6985 Fax: 636-332-8046
lmecompany@aol.com

QUOTE NO. 100
DATE October 30, 2023
CUSTOMER ID
EXPIRATION DATE 30 days

TO Robertson FPD

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	LEAD TIME	PAYMENT TERMS
Bruce Lipe		FOB: Shipping point		Net 30 days

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20		Chemguard 5 gallon pails Class A plus Class A foam.	98.00	\$ 1,960.00
				\$ -
				\$ -
				\$ -
				\$ -
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1		<i>Shipping charges</i>	300.00	\$ 300.00

Credit card payments will be subject to 3% fee

SUBTOTAL	\$ 2,260.00
SALES TAX	
TOTAL	\$ 2,260.00

Quotation prepared by: _____

THANK YOU FOR YOUR BUSINESS!

Quote



Box 625 113 North Griffith Road
 Carroll, IA 51401
 www.feldfire.com

Order Number: 0336931
 Order Date: 10/25/2023

Sold To:
 Robertson Fire Protection Dist
 12641 Missouri Bottom Road
 Hazelwood, MO 63042

Ship To:
 Robertson Fire Protection Dist
 12641 Missouri Bottom Road
 Hazelwood, MO 63042

Confirm To:

Customer Number		Customer P.O.		Terms	Salesperson	Ship VIA	Order Date	Order Number
02-1346375		Elias Grimwood		Net 30	0025		10/25/2023	0336931
Ordered	Shipped	BackOrder	Item Number	Item Description		Whse	Price	Amount
20.00	0.00	0.00	770169	Class A Foam		000	99.950	1,999.00

Box 625 113 North Griffith Road Carroll, IA 51401 www.feldfire.com	Ph: (712) 792-3143 Fx: (712) 792-6658 Iowa Sales Tax Permit No. 1-14-004938M	E-mail: sales@feldfire.com Website: www.feldfire.com	Net Order:	1,999.00
			Less Discount:	0.00
			Freight:	350.00
			Sales Tax:	0.00
Member NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A			Order Total	2,349.00



PARTS QUOTE

Quote: 35766
 Date / Time: 10/26/2023 3:51:25PM
 Customer: 10223
 Branch: MAIN
 Quote Total: \$2,660.00

Page 1 of 1

Bill To: Robertson F.P.D.
 12641 Missouri Bottom Rd.
 Hazelwood, MO 63042

Ship To: Robertson F.P.D.
 12641 Missouri Bottom Rd.
 Hazelwood, MO 63042
 Office Phone: 314.291.6671

Customer P/O: Eli Grimwood Inside Slsm: kevinw Delivery Method: Kevin Delivery

Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
770180	X-Stream Class A (FX), 5 Gallon Pail	Each	20	125.00	2,500.00
PARTS IN	Shipping and Handling Inbound - Parts		20	8.00	160.00

Customer Tax ID: NEED CERT

Total Parts:	\$2,500.00
Total Miscellaneous:	\$160.00
Quote Subtotal:	\$2,660.00
Total Tax:	\$0.00
Quote Total:	\$2,660.00

Issues with product received on this invoice need to be reported to customerservice@bannerfire.com within 10 business days.

Custom, Electronic, Electrical, or Special-Order Items are Non-Returnable, Non-Refundable.

Returns must be approved with a return authorization number before returning. Banner Fire is not responsible for items returned without a return authorization. All returns are subject to a 30% restocking fee.

Past due balances are subject to finance charges. Credit Card payments are subject to a processing fee.



PARTS QUOTE
 Quote: 35767
 Date / Time: 10/26/2023 3:54:25PM
 Customer: 10223
 Branch: MAIN
 Quote Total: \$2,300.00
 Page 1 of 1

Bill To: Robertson F.P.D.
 12641 Missouri Bottom Rd.
 Hazelwood, MO 63042

Ship To: Robertson F.P.D.
 12641 Missouri Bottom Rd.
 Hazelwood, MO 63042
 Office Phone: 314.291.6671

Customer P/O: Eli Grimwood Inside Slsm: kevinw Delivery Method: Kevin Delivery

Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
770169	CLASS A FOAM 5 GAL PAIL	Each	20	115.00	2,300.00

Customer Tax ID: NEED CERT

Quote Subtotal:	\$2,300.00
Total Tax:	\$0.00
Quote Total:	\$2,300.00

Issues with product received on this invoice need to be reported to customerservice@bannerfire.com within 10 business days.

Custom, Electronic, Electrical, or Special-Order Items are Non-Returnable, Non-Refundable.

Returns must be approved with a return authorization number before returning. Banner Fire is not responsible for items returned without a return authorization. All returns are subject to a 30% restocking fee.

Past due balances are subject to finance charges. Credit Card payments are subject to a processing fee.



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
10/25/2023	11469

Bill To:
ROBERTSON FIRE PROT. DIST. 12641 MISSOURI BOTTOM RD HAZELWOOD, MO 63042

Ship To
ROBERTSON FIRE PROT. DIST. 12641 MISSOURI BOTTOM RD HAZELWOOD, MO 63042

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 20	CM	30 Days	NOT Included	cm

Qty	Item	Vendor	Description	Cost	Total Sale Price
20.00	2170-2340-6	National	5 Gallon ROUND Pail; National Foam Knockdown Class A Foam concentrate; Can be used in all A/B systems; Excellent for use in CAFS; Environmentally-friendly;	135.00	2,700.00

THANK YOU for the opportunity to quote this.
 We appreciate your business.

Total	\$2,700.00
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MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

350 Austin Circle
Delafield, WI 53018
(262) 646-5911

Fax: (262) 646-5912

Ship To: ROBERTSON FIRE PROTECTION DISTRICT
12641 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

Invoice To: ROBERTSON FIRE PROT. DIST.
12641 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

Branch 16 - DELAFIELD, WI		
Date 10/26/2023	Time 14:40:39 (O)	Page 1
Account No ROBER004	Phone No 3142916671	Est No 02 015164
Ship Via BEST WAY DIRECT	Purchase Order PENDING	
Tax ID No		
		Salesperson 351 / 312

ESTIMATE EXPIRY DATE: 11/25/2023

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
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DOES NOT INCLUDE SHIPPING

10000278	WD881 5G PAIL PHOS-CHEK WD-881 CLASS A FOAM, 5 GALLON PAIL		20	169.23	3384.60
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Subtotal: 3384.60

Tax: .00

Authorization: _____

TOTAL: 3384.60

Return/Exchange Policy

Returns/Exchanges are accepted within 30 days of the purchase date on stock items in original, re-sellable packaging, with tags. No writing is allowed on the packaging. Please contact our Inside Sales Support Team at 800-615-6789 for a Return Authorization Number. A copy of the Return Authorization Form should accompany the return. We will not accept returns without a Return Authorization Number. A credit will be issued after a full product inspection is complete on an eligible return. Returns are subject to a 25% restocking fee, which we may waive for exchanges. Purchaser is responsible for freight. Unfortunately, all special orders, custom items, and SCBA cylinders are non-returnable. Other restrictions may apply. MacQueen Emergency reserves the right to refuse returns not received in the 30-day return period.

Visit Us Online
www.MacQueenGroup.com

**PROFESSIONAL SERVICES AGREEMENT
AP Triton, LLC**

This Agreement, dated as of **NOVEMBER 1, 2023**, is by and between **ROBERTSON FIRE PROTECTION DISTRICT** (“**CLIENT**”), and AP Triton, LLC (“**CONSULTANT**”), hereinafter collectively referred to as the “Parties.” The Agreement will be effective upon final execution by all parties.

1. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. EXHIBITS

Exhibits A and B are attached hereto and included by reference.

3. CONSULTANT’S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES

CONSULTANT agrees to perform all services described in Exhibit A, Scope of Work, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT’S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Exhibit A.

4. TERM

This Agreement shall terminate on **JUNE 30, 2024** unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

5. PAYMENT

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Exhibit B.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement. It is understood and agreed that CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal lime off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

7. INDEMNIFICATION

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

8. INSURANCE

CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of CONSULTANT's performance of services under this Agreement. If requested by CLIENT, all insurance, except professional liability, shall name the CLIENT, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the CLIENT.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the CLIENT'S representative as shown in Section 22 Notices; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the CLIENT.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If CONSULTANT employs any person, CONSULTANT shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the CLIENT. The workers' compensation insurance shall: 1) provide that the insurance carrier

shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the CLIENT; and 2) provide for a waiver of any right of subrogation against the CLIENT to the extent permitted by law.

CONSULTANT shall promptly forward all insurance documents to the CLIENT.

9. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

10. TRAVEL EXPENSES

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Exhibit B.

11. TAXES

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

12. ACCESS AND RETENTION OF RECORDS

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

13. CONFLICT OF INTEREST

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

14. CONFIDENTIALITY

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

15. USE OF CLIENT PROPERTY

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

16. TERMINATION

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Exhibit B, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B.

17. CHOICE OF LAW

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this agreement the laws of the State of Wyoming will govern.

18. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

19. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

20. SEVERABILITY

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

21. SUCCESSORS AND ASSIGNS

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.

22. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: CLIENT: Robertson Fire Protection District
 Attn: Robert Sievers, EMS Chief Officer
 12641 Missouri Bottom Road
 Robertson MO 63042

To: CONSULTANT: AP Triton, LLC
 Attn: Kurt Henke
 1309 Coffeen Avenue, Suite 3178
 Sheridan WY 82801

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

23. SIGNATORIES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

CLIENT
Robertson Fire Protection District

CONSULTANT
AP Triton, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Title: _____
Date: _____

Name: Kurt Henke
Title: Principal / Managing Partner
Date: _____

EXHIBIT A
Scope of Services

GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services to the CLIENT as follows:

- CONSULTANT shall annually prepare the cost report that CLIENT submits to the State of Missouri in order for the CLIENT to participate in the State's GEMT Program. CONSULTANT shall prepare the cost reports in accordance with all federal, state, or municipal laws or regulations.
- CONSULTANT shall provide CLIENT with the cost report and all supporting documentation (financial data will be delivered as a flat file, i.e., Excel, Access, or text file) to the agreed upon email address. It shall be the CLIENT'S responsibility to file the cost report with the State of Missouri CLIENT shall meet CONSULTANT's established deadlines for data submission and document reviews.
- There shall be a cap of 30 hours per month on all services provided, unless extended by mutual agreement of the parties.
- As part of the fee set forth in this Exhibit, CONSULTANT shall provide CLIENT with four hours of audit assistance, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). Travel expenses will be billed to CLIENT as set forth in Exhibit B.
- Any programs, projects or additional work beyond the 30-hour monthly cap can be negotiated on a project basis cost by the party's or at \$300.00 per hour.

EXHIBIT B
Payment Terms

A. SCHEDULE

Services to be performed under this Agreement will begin at the time the Agreement is executed.

B. TRAVEL

Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the CLIENT prior to travel. Mileage will be billed at the current IRS reimbursement rate.

C. TOTAL PAYMENT AMOUNT

Services under the contract provided by the CONSULTANT shall be completed for a fee of \$7,500 plus 3% of gross profits per year, for a term of one year. The fee schedule referenced herein shall remain unchanged for the term of the contract.

Invoices for payment will be provided to the CLIENT upon the completion of the cost report, to the address provided under the contract. Payment will be due within thirty days of invoice postmark. It will be the CLIENT'S responsibility to notify CONSULTANT of any changes to the name and/or address on record for the purposes of invoicing.

D. ADDITIONAL SERVICES

Any requests for services beyond the scope of services set forth in Exhibit A shall be billed at the rate of Four Hundred dollars (\$400.00) per hour or a negotiated fixed cost for special projects. Performing any services under this provision requires prior written approval of both parties.

Contact information for billing purposes is as follows:

CLIENT: Robertson Fire Protection District
 Attn: Robert Sievers, EMS Chief Officer
 12641 Missouri Bottom Road
 Hazelwood, MO 63042

Phone number: 314.575.5007
Email address: rsievers@rfd.org

CONSULTANT: AP Triton, LLC
 Attn: Valerie Erwin
 1309 Coffeen Avenue, Suite 3178
 Sheridan WY 82801

Phone number: 833.251.5824
Email address: verwin@aptriton.com

PROFESSIONAL SERVICES AGREEMENT
Brandy L. Douglas, CPA, LLC

This Agreement, dated as of **October 17, 2023**, is by and between **Robertson Fire Protection District** (“**CLIENT**”), and **Brandy L. Douglas, CPA, LLC** (“**CONSULTANT**”), hereinafter collectively referred to as the “Parties.” The Agreement will be effective upon final execution by all parties.

1. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. EXHIBITS

Exhibits A and B are attached hereto and included by reference.

3. CONSULTANT’S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES

CONSULTANT agrees to perform all services described in Exhibit A, Scope of Work, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT’S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible for providing, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Exhibit A.

4. TERM

This Agreement shall terminate on **June 30, 2024**, unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 16.

5. PAYMENT

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Exhibit B.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement. It is understood and agreed that the CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal lime off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

7. INDEMNIFICATION

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

8. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

9. TRAVEL EXPENSES

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Exhibit B.

10. TAXES

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

11. ACCESS AND RETENTION OF RECORDS

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

12. CONFLICT OF INTEREST

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any

provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

13. CONFIDENTIALITY

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

14. USE OF CLIENT PROPERTY

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

15. TERMINATION

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Exhibit B, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B.

16. CHOICE OF LAW

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this agreement the laws of the State of Missouri will govern.

17. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

18. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

19. SEVERABILITY

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

20. SUCCESSORS AND ASSIGNS

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.

21. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: CLIENT: Robertson Fire Protection District
Attn: Chief Medical Officer Robert Sievers
12641 Missouri Bottom Rd.
Hazelwood, MO 63042

To: CONSULTANT: Brandy L. Douglas, CPA, LLC
2302 Eisenbath Rd.
O'Fallon, MO 63366

EXHIBIT A
Scope of Services

GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services to the CLIENT as follows:

- CONSULTANT shall annually prepare the cost report that CLIENT submits to the State of Missouri in order for the CLIENT to participate in the State's GEMT Program. CONSULTANT shall prepare the cost reports in accordance with all federal, state, or municipal laws or regulations.
- CONSULTANT shall provide CLIENT with the cost report and all supporting documentation (financial data will be delivered as a flat file, i.e., Excel, Access, or text file) to the agreed upon email address. It shall be the CLIENT'S responsibility to file the cost report with the State of Missouri. CLIENT shall meet CONSULTANT's established deadlines for data submission and document reviews.
- As part of the fee set forth in this Exhibit, CONSULTANT shall provide CLIENT with four hours of audit assistance post submittal, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). Travel expenses will be billed to the CLIENT as set forth in Exhibit B.
- There shall be a cap of 65 hours per cost report and 4 hours of audit assistance post-submittal, unless extended by mutual agreement of the parties.
- Any programs, projects, or additional work beyond the 65-hour cap per cost report or 4-hour cap for audit assistance post-submittal will be negotiated on a project basis cost by the parties or at \$400.00 per hour.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

22. SIGNATORIES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

CLIENT
Robertson Fire Protection District

CONSULTANT
Brandy L. Douglas, CPA, LLC

By: _____
Signature

By: _____
Signature

Name: Robert Sievers
Title: Chief Medical Officer
Date: _____

Name: Brandy Douglas
Title: Principal / Managing Partner
Date: _____

EXHIBIT B
Payment Terms

A. SCHEDULE

Services to be performed under this Agreement will begin at the time the Agreement is executed.

B. TRAVEL

Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the CLIENT prior to travel. Mileage will be billed at the current IRS reimbursement rate.

C. TOTAL PAYMENT AMOUNT

Services under the contract provided by the CONSULTANT shall be completed for a fee of **\$7,000 plus 2.5% of gross GEMT proceeds per report year**, for a term of three (1) year. The fee schedule referenced herein shall remain unchanged for the term of the contract.

Invoices for payment will be provided to the CLIENT upon the completion of the cost report, to the address provided under the contract. Payment will be due within thirty (30) days of invoice postmark. It will be the CLIENT'S responsibility to notify the CONSULTANT of any changes to the name and/or address on record for the purposes of invoicing.

D. ADDITIONAL SERVICES

Any requests for services beyond the scope of services set forth in Exhibit A shall be billed at the rate of Four Hundred dollars (\$400.00) per hour or a negotiated fixed cost for special projects. Performing any services under this provision requires prior written approval of both parties.

Contact information for billing purposes is as follows:

CLIENT: Robertson Fire Protection District
 Attn: Chief Medical Officer Robert Sievers
 12641 Missouri Bottom Rd.
 Hazelwood, MO 63042

Phone number: (314) 291-6671
Email address: rsievers@rfd.org

CONSULTANT: Brandy L. Douglas, CPA, LLC
 2302 Eisenbath Rd.
 O'Fallon, MO 63366

Phone number: (636) 236-7365
Email address: bdouglascpa@outlook.com