

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into as of the last signature date attached hereto (the “*Effective Date*”) by and among the Board of County Commissioners of the County of Clear Creek, Colorado (“**CCC**”) and Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, d/b/a Flight for Life Colorado (“**FFL**”).

1. Purpose

The purpose of the MOU is to outline the terms, conditions and joint understandings between the parties regarding the allowance of FFL to place install a weather camera (“**Camera**”) on the Bellevue Telecommunications Tower which is owned and operated by CCC. This partnership aims to enhance operational effectiveness and safety of FFL’s flight crews and will provide significant benefits to Clear Creek County first responders and the community.

2. Scope

This MOU applies to the installation, operation and maintenance of the Camera on the Bellevue Communications Tower, located in the SW 1/4 of Section 22, T3S, R73W, 6th PM, in Clear Creek County, Colorado.

3. Entity Roles and Responsibilities:

FFL Agrees to:

- Provide, install, and maintain the weather camera and any associated equipment.
- Ensure that all equipment meets applicable safety and technical standards.
- Coordinate installation and maintenance activities with CCC to avoid interference with tower operations.
- Carry all necessary insurance for its equipment and personnel and provide CCC with a certificate of insurance to demonstrate this coverage.
- Remove the equipment upon termination of this MOU, unless otherwise agreed in writing.

CCC Agrees to:

- Permit FFL to install and operate the weather camera on the designated portion of the tower.
- Provide reasonable access to the tower for installation, maintenance, and removal activities, subject to safety and scheduling requirements.
- Notify FFL of any planned activities or changes that may affect the operation or location of the weather camera.

4. Costs

Unless otherwise agreed in writing:

- FFL shall be responsible for all costs associated with the purchase, installation, operation, and maintenance of the weather camera.
- No rental or access fee shall be charged by CCC for the placement, operation and maintenance of the Camera.

5. Term and Termination

This MOU is effective as of the Effective Date for a period of five (5) years or until terminated by either party, with or without cause, upon 30 days prior written notice to the other party. This MOU may be renewed or extended by mutual written consent of all parties.

6. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of Colorado.

7. Indemnification

FFL shall indemnify and hold harmless CCC, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses including, but not limited to attorneys' fees, arising out of or resulting from FFL's installation, operation and maintenance of the Camera as allowed herein, including performance by anyone directly or indirectly employed by FFL or anyone for whose acts they may be liable. Notwithstanding the foregoing, each party is only responsible to the extent of its own negligence as it relates to the provisions of this MOU.

8. Liability

Each Party shall be responsible for its own acts, omissions, and equipment. Neither Party shall be liable for indirect or consequential damages arising out of this arrangement.

9. Privacy and Confidentiality.

The parties each agree to maintain privacy and confidentiality of all information obtained or collected in accordance with all applicable laws and regulations.

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IN WITNESS WHEREOF, each of the parties hereto duly execute this MOU as of the date and year set forth below.

“FFL”

Catholic Health Initiatives Colorado
d/b/a Flight for Life:

By: Jonathan Massey

Name: Jonathan Masey

Title: Region Director, Flights Services

Date: January 22, 2026

“CCC”

Board of County Commissioners
of the County of Clear Creek, Colorado:

Attest:

By: _____

Name: ~~George Marlin~~ Rebecca Lloyd

Title: Chair, Board of County Comm.

Date: February 3, 2026

Deputy Clerk and Recorder for
Brenda L. Corbett
Clear Creek County Clerk and Recorder