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## Loveland Fire Rescue Authority Board Meeting



**Station 2**  
**3070 W. 29<sup>th</sup> Street**  
**Community Room**  
**Loveland, Colorado 80537**  
**Wednesday, August 31, 2016**  
**1:30 PM**

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**Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda**  
**Station 2, 3070 W 29<sup>th</sup> Street**  
**Community Room**  
**Loveland, Colorado 80537**  
**Wednesday, August 31, 2016**  
**1:30 PM**

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*The Loveland Fire Rescue Authority (LFRA) is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. LFRA contracts with the City of Loveland for assistance with translation, discrimination concerns, and Americans with Disabilities Act accommodations. Please contact the City of Loveland Title VI Coordinator at [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) or 970-962-2372 for translation services and discrimination concerns. LFRA will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City of Loveland ADA Coordinator at [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) or 970-962-3319.*

*La Autoridad de Rescate de Incendios de Loveland (LFRA, por sus iniciales en inglés) se compromete a proveer oportunidades equitativas para servicios, programas, y actividades, y no discrimina basándose en discapacidades, raza, edad, color, origen nacional, religión, orientación sexual, o género. La LFRA tiene contratos con la Ciudad de Loveland para recibir asistencia para traducciones, en caso de preocupaciones de discriminación, y de acomodaciones de la Ley de Americanos con Discapacidades. Por favor comuníquese con el Coordinador del Título VI de la Ciudad de Loveland en [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) o al 970-962-2372 si necesita servicios de traducción o tiene preocupaciones de discriminación. La LFRA organizará acomodaciones razonables para ciudadanos de acuerdo con la Ley de Americanos con Discapacidades (ADA, por sus iniciales en inglés). Si desea más información acerca de la ADA o acerca de las acomodaciones, por favor comuníquese con la Coordinadora de la Ciudad de Loveland en [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) o al 970-962-3319.*

Wireless access: COLGuest, accesswifi

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AWARDS AND PRESENTATIONS**

**PUBLIC COMMENT**

**CONSENT AGENDA**

*Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Board acts upon it.*

*Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.*

*Anyone making a comment during any portion of today's meeting should come forward state your name and address for the record before being recognized by the Chair. Please do not interrupt other speakers. Side conversations should be moved outside the meeting room. Please limit your comments to no more than five minutes.*



Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda  
 Station 2, 3070 W 29<sup>th</sup> Street  
 Community Room  
 Loveland, Colorado 80537  
 Wednesday, August 31, 2016  
 1:30 PM

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1. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority Board for the July 27, 2016 Regular Board Meeting.
2. Consider Approving a Resolution Rescinding Certain Administrative Regulations Previously Adopted by the Loveland Fire Rescue Authority.
3. Consider the Approving Revised Administrative Regulations.
4. Consider Appointment of Three Consolidated Volunteer Pension Board Members.
5. Consider Approving the Intergovernmental Agreement to Establish the Front Range Fire Consortium Authority.

**End of Consent Agenda**

**REGULAR AGENDA**

*Anyone who wishes to address the Board on any item on this part of the agenda may do so when the Chair calls for public comment. All public hearings are conducted in accordance with Board By-Laws. When Board is considering approval, the Authority's By-laws only requires that a majority of the Board quorum be present to vote in favor of the item.*

6. Consider Approving Fee Waivers for the West Eisenhower Reinvestment Zone
7. Conduct a Public Hearing and Consider Approval of the 2017 LFRA Consolidated Schedule of Rates, Charges, and Fees for Services Provided by the Loveland Fire Rescue Authority
8. Conduct a Public Hearing and Consider a Resolution Adopting the LFRA 2017 Budget
9. Review Briefing Papers and Correspondence.
  - a. Chief's Report
  - b. Letters
  - c. July Statistics
10. Any Other Business for Board Consideration.

**ADJOURN**

## Agenda Item Cover

Item No.: 1

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Consider a Motion to Approve the Minutes from the July 27, 2016 Loveland Fire Rescue Authority (LFRA) Regular Board Meeting

### EXECUTIVE SUMMARY

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The attached document, prepared by Roylene Sterkel and edited by outside attorneys, is a record of the July 27, 2016 regular meeting of the LFRA Board. The document details the discussions at the meeting including: the approval of the consent agenda (minutes, the hazard mitigation plan, and the second quarter Budget Biz); approval of an fourth amendment to the intergovernmental agreement that established the Authority amended for the governing partner contributions based on budget rather than actual net expenditures; a review of the omnibus bills of sale and facilities leases, a discussion about the conceptual overview of the station location, timing and funding; the Chief's report; and an executive session related to the Fire Chief's performance evaluation.

### BACKGROUND

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Standard meeting protocol

### STAFF RECOMMENDATION

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Approve as written

### FINANCIAL/ECONOMIC IMPACTS

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N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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July 27, 2016 Minutes



**Loveland Fire Rescue Authority Board Meeting Minutes**  
**Wednesday, July 27, 2016**  
**3070 W. 29<sup>th</sup> Street, Loveland**  
**1:30 p.m.**

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**Members Present:**

Board Chairman Jeff Swanty, Loveland Rural Fire Protection District  
 Vice Chairman Cecil Gutierrez, City of Loveland Mayor  
 Director John Fogle, City of Loveland Council Member  
 Director Steve Adams, Loveland City Manager  
 Director Dave Legits, President of the Loveland Rural Fire Protection District

**Members Absent:**

None

**Staff Present:**

Loveland Rural Fire Protection District ("Rural Board") Secretary Greg White  
 Fire Chief Mark Miller  
 Public Safety Administrative Director Renee Wheeler  
 Division Chief Greg Ward  
 Business Services Coordinator Roylene Sterkel  
 Emily Powell, Legal Counsel to the Authority  
 Division Chief Rick Davis  
 Captain Dave Schuetz  
 Engineer Robbie Pop  
 Firefighter Alex Chapin

**Visitors:**

Human Resource Director Julia Holland  
 Rural Board Vice-President Mike McKenna

**Call to Order:**

Chairman Swanty called the Loveland Fire Rescue Authority ("LFRA") Board meeting to order on the above date at 1:30 p.m.

**Swearing In:**

Roylene Sterkel, in her capacity as notary public, administered the Oath of Office to Steve Adams as a new Director of the LFRA Board of Directors.

**Awards and Presentations:**

None

**Public Comment:**

None

**Consent Agenda:**

1. Consider a Motion to Approve the Minutes from the LFRA June 29, 2016 Regular Board Meeting.
2. Consider the Approval of the Hazard Mitigation Plan
3. Review the 2017 Second Quarter Budget Biz.

Director Fogle moved to approve the consent agenda. Director Legits seconded; motion carried unanimously.

**Regular Agenda:**

4. **Consider Approval of the Draft Fourth Amendment to the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity Between the City of Loveland and the Loveland Rural Fire Protection District ("Establishing IGA"), Concerning the Lease and Transfer of Real and Personal Property to the Authority.**

Attorney Powell gave a brief history of the transfer of fire personnel, property, and equipment from the City and District to LFRA. She proceeded to explain the effect of the proposed Fourth Amendment to the Establishing IGA. Section 6.1 expands and defines the lease of City fire real property to LFRA. Section 6.2 addresses the transfer of City fire personal property to LFRA, including what will happen if apparatus or vehicles transferred to LFRA as part of the City fire personal property are sold. The proceeds from such sale will be applied to the purchase of new Authority-owned apparatus or vehicles, or shall be deposited into a dedicated LFRA apparatus and vehicle replacement fund. Section 7.1 addresses the transfer of Rural District fire personal property to LFRA, and Section 7.3 addresses the lease of District fire real property to LFRA.

Attorney Powell stated that she doesn't have street addresses for Fire Station 8 and 9 that are referenced in Section 7.3. Rural District Secretary Greg White said he will get those addresses to Attorney Powell. Section 9.2 of the Fourth Amendment addresses the termination of the Establishing IGA should that occur.

Administrative Director Wheeler addressed the Board about a recommendation for revising Section 5.1(b) in order to gain additional efficiencies in the monthly billing and annual

reconciliation process. This process is based on annual budget billings rather than actual expenses incurred during the preceding calendar month. Administrative Director Wheeler explained that this change would eliminate the time invested in annual contribution reconciliations, make the City's and Rural District's payments easier to administer and track and eliminate the step associated with taking carryover appropriations to the City Council and the Rural District Board for their approval. If revenues LFRA collects exceed the budget and there is an expenditure budget savings, then staff would only have to go to the LFRA Board for approvals.

Vice Chairman Gutierrez asked about how this would affect the Canyon equipment. Rural Secretary White said the Canyon equipment, which is owned by the Rural District, will be transferred to LFRA like all other Rural District-owned property.

Attorney Powell reported that Exhibit B of the Fourth Amendment identifies the services to be provided by the City to LFRA pursuant to the Establishing IGA. Chief Miller said that the reference in Exhibit B to "Fleet Maintenance" wasn't captured in the Third Amendment to the Establishing IGA, but accurately reflects the current City service.

Administrative Director Wheeler reiterated the advantages of having the City's and Rural District's contributions based on LFRA's annual budget rather than actual expenses incurred monthly. Rural District Secretary White said he has no concerns for this process and feels it would be much more efficient. Vice-Chairman Gutierrez asked if extra funds would stay in the LFRA fund balance. Administrative Director Wheeler said they would, but that the LFRA, City, and Rural District Boards would review the LFRA fund balance annually as part of the budget process. Attorney Powell said amounts retained as fund balance could be used for the next year's expenditures, if directed by the LFRA, City, and Rural District Boards. Director Adams asked who would collect the interest from extra funds. Attorney Powell said any interest earned would be retained in the LFRA fund.

Director Fogle said this process would make more sense and Director Legits agreed that he likes the flexibility. Rural District Secretary White said it would simplify the supplemental budget issues because requests for supplemental appropriations would no longer have to go before three boards, but rather, just the LFRA Board.

Rural District Secretary White said that Article 5 of the Fourth Amendment needs to be clarified. Article 5 states "The District shall continue to maintain and fund the Canyon Department"; however, the Rural District and LFRA are discussing changes to the funding of the Rural District's fleet replacement plan. Attorney Powell asked if Rural District Secretary White could provide more information regarding the fleet replacement plan during his review of the Fourth Amendment.

Attorney Powell said the Board can approve the draft Fourth Amendment with the changes directed by the Board, and to authorize the draft Fourth Amendment to be provided to legal counsel for the City and Rural District for their review.

Director Fogle moved to approve the Fourth Amendment with changes directed by the Board, and to authorize it to be provided to legal counsel for the City and Rural District. Vice-Chairman Gutierrez seconded the motion; it carried unanimously.

Attorney Powell will send the Fourth Amendment to the City Attorney and the Rural District Attorney for their review, and it will need to go before the City and Rural District governing boards for final approval. Attorney Powell said final approval of the Fourth Amendment will need to be obtained before the real property and equipment can be transferred to LFRA effective on January 1, 2017, as directed by the LFRA Board.

Chairman Swanty asked whether the Board sees any road blocks relative to getting the Fourth Amendment approved by the other governing bodies. Vice-Chairman Gutierrez indicated that he didn't foresee City Council as opposing it. Administrative Director Wheeler asked whether it would be advantageous to have a joint meeting with the governing bodies to explain the process. Vice-Chairman Gutierrez said that time could be a problem to set up a meeting but perhaps a memo could be generated. Director Fogle suggested that it be placed on the City Council consent agenda. Director Adams said he could talk with his managers about it and asked Chief Miller to send him relevant information. Administrative Director Wheeler said she will send information to finance for their awareness.

## **5. Review New Drafts of the Omnibus Bills of Sale and the Facilities Leases.**

Attorney Powell explained that the lease documents have been changed (highlighted in yellow) to address the feedback of the Board from previous meetings.

Director Adams said that Exhibit A to the facilities leases should include the legal descriptions. Attorney Powell stated that she has either legal descriptions or maps for all of the City properties, and is working with Rural District Secretary White on the Rural District properties. Director Adams wondered if Section 6 of Article V of the Training Facility lease, related to the retention pond, shouldn't read "Remediation" rather than "Relocation" and read "in coordination with landlord". Human Resources Director Holland said the responsibilities are really remediation by LFRA in coordination with the City, and relocation by the City. Director Adams stated that in Section 5 (Utilities), LFRA should pay the "City Rate" if obtaining utilities from the City.

Attorney Powell identified three groups of vehicles that are not owned by either the City or District, but for which the City or District have use rights. Attorney Powell is working on separate transfer documents for those groups.

Director Fogle moved to approve the draft Omnibus Bills of Sale and facility leases with the additional changes directed by the Board, and to authorize the drafts to be provided to legal counsel for the City and Rural District for their review. Vice-Chairman Gutierrez seconded the motion; it carried unanimously.

## **6. Discuss the Conceptual Overview of New Station Location, Timing and Funding.**

Chief Miller explained that a piece of property has been identified that may work for a future new Station 7. It is west of the City near County Road 27 and 24. He is working with the County to identify the needs for that property. Chief Miller said staff is looking for direction from the Board regarding proceeding with researching funding options and appropriate steps to take. Director Fogle asked what the approximate cost might be. Chief Miller said \$4.2 million for the



station and equipment. Director Fogle asked if perhaps the City could purchase the property and station and lease it back to the Rural District. Rural District Secretary White said the Rural District will need an increased mill levy regardless of how the Station is titled in order to fund it. Director Fogle said City Council is considering lowering CEF's to help the development community. Vice-Chairman Gutierrez said using CEF funds could be an issue for City Council.

Attorney Powell explained that the City, District, and LFRA will need to define who owns the property, Station, and equipment if LFRA is dissolved at some point. If it is funded jointly by the City and District, one option would be to agree on a first right of refusal. If the Rural District can fund and own the property and Station directly and then lease it to LFRA, that would be consistent with the property transfer structure that the parties currently are undergoing. There may be other options that the Board could consider as well. A 5<sup>th</sup> Amendment to the Establishing IGA may be needed to deal with future-acquired fire stations by the City and the Rural District.

Chairman Swanty said the Strategic Plan will need to be revisited regarding this issue. Chief Miller will continue to research options and bring them back to the Board at their September meeting.

## **7. Review Briefing Papers and Correspondence.**

### **a. Chief's Report:**

Chief Miller talked about an **incident** that occurred that resulted in LFRA filing a report with the police department. The complaint has been resolved.

Chief Miller reported that there will be a **budget sub-committee** meeting on August 10<sup>th</sup>. Chief Miller reported that **FRAC** is taking a break in August and will not hold a meeting. FRAC is down to three members and has only received one application.

Director Adams thanked LFRA for their efforts and hard work on the **4<sup>th</sup> of July**. He appreciated the professionalism of the firefighters.

Chief Miller reported that LFRA has deployed a **wildland** crew to South Dakota and Wyoming to help with on-going wild fires. LFRA sent a crew of three to South Dakota and they were re-deployed to Wyoming from there. LFRA may be re-assigning a new crew once the current crew returns, depending on the state of the fire.

Vice-Chairman Gutierrez asked if the **fire restrictions** that the County implemented affect the City. Chief Miller said that the County restrictions do not apply to the City of Loveland.

No further regular business items were discussed and Chairman Swanty recessed the regular Board meeting at 3:25 p.m.

## **Executive Session Pursuant to C.R.S. 24-6-402(4)(f) to Discuss Personnel Matters Concerning the Annual Fire Chief Performance Evaluation.**

Chairman Swanty moved that the LFRA Board go into executive session, as authorized in CRS §24-6-402(4) (f) and the LFRA Bylaws. Director Fogle seconded the motion and it carried unanimously.

Chairman Swanty stated that this executive session will concern the following matters as authorized by the following sections of the Colorado Open Meetings Law:

- Personnel matters pursuant to CRS § 24-6-402(4) (f) and LFRA Bylaws section 4(e) specific to the annual Fire Chief Performance evaluation.

The LFRA Board went into Executive Session at 3:32 p.m.

Director Fogle made a motion to come out of the Executive Session at 4:10 p.m. and go back into regular session. Vice Chairman Gutierrez seconded the motion and it carried unanimously.

Director Fogle made a motion to approve a 3.5% merit pay increase for the Fire Chief, effective in the next regular payroll. Chairman Swanty seconded the motion and it carried unanimously.

Vice Chairman Gutierrez made a motion to approve the 2016 Fire Chief Performance Evaluation. Director Fogle seconded the motion and it carried unanimously.

The regular meeting was adjourned at 4:20 p.m.

The foregoing minutes, having been approved by the LFRA Board of Directors, constitute the official minutes of the meeting held on the date stated above.

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Jeff Swanty, Chairman

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Roylene Sterkel, Secretary

I hereby attest that the executive session was confined to the topics authorized for discussion in executive session pursuant to CRS § 24-6-402(4)(f).

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Jeff Swanty, Chairman

## Agenda Item Cover

Item No.: 2

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Consider Approving a Resolution Rescinding Certain Administrative Regulations Previously Adopted by the Loveland Fire Rescue Authority Board of Directors

### EXECUTIVE SUMMARY

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There are three administrative regulations that the Board is requested to rescind. Two regulations that were a part of the initial approval of all City of Loveland Administrative Regulations that are not relevant, and therefore need to be repealed: Employee Participation in the Volunteer Fire Department and Tuition Reimbursement. The volunteer department no longer exists; and LFRA already had a Board approved Tuition Reimbursement administrative regulation. The Board recently approved a Firearms in the Workplace Administrative Regulation. The attorneys have recommended based on concerns about conceal and carry weapons in the workplace, that the Firearms in the Workplace be rescinded and the Workplace Anti-Violence Policy be revised to a policy Ireland Stapleton has recommended .

### BACKGROUND

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The attorney advised that the most efficient and effective method to track policies that have been rescinded is to take Board action by resolution.

Employee Participation in the Volunteer Fire Department and Tuition Reimbursement are obsolete regulations.

The Firearms in the Workplace regulation was approved by the Board at the June meeting. When the policy was distributed to staff, there was confusion about whether or not an employee with a conceal carry permit would be able to have a hand gun in the stations and on scene. The Chief consulted with the attorneys and came to the conclusion that the Board should consider rescinding the adopted policy and approve a revised Workplace Anti-Violence Policy administrative regulation.

### STAFF RECOMMENDATION

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Approve the repeal of the named regulations.

### FINANCIAL/ECONOMIC IMPACTS

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None

### ASSOCIATED STRATEGIC GOALS

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Deliver cost effective services.

## Agenda Item Cover

Item No.: 2

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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## ATTACHMENTS

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Administrative Regulations for:

- Employee Participation in the Volunteer Fire Department
- Tuition Reimbursement
- Firearms in the Workplace

**Resolution No. 068**

**RESOLUTION  
BOARD OF DIRECTORS  
LOVELAND FIRE RESCUE AUTHORITY**

**RESOLUTION RESCINDING CERTAIN ADMINISTRATIVE REGULATIONS  
PREVIOUSLY ADOPTED BY THE LOVELAND FIRE RESCUE AUTHORITY BOARD  
OF DIRECTORS**

**WHEREAS**, the Loveland Fire Rescue Authority ("**Authority**") is a public entity of the State of Colorado, established in August 2011 pursuant to an Intergovernmental Agreement ("**IGA**") between the City of Loveland ("**City**") and the Loveland Rural Fire Protection District, to provide fire suppression, fire prevention, rescue, hazardous materials, and emergency medical services on behalf of the City and District;

**WHEREAS**, pursuant to Section 1.2 of the IGA, all of the legislative and administrative powers of the Authority are vested in the Authority Board of Directors ("**Board**"). Pursuant to Section 1.9 of the IGA, the Board is authorized to adopt policies respecting the exercise of the Authority's powers and the carrying out of its purposes;

**WHEREAS**, on August 26, 2015, the Board adopted Resolution No. R-054, which, in part, adopted certain City Administrative Regulations as the Authority's Administrative Regulations for the purposes of administering, managing, and/or operating the Authority; and

**WHEREAS**, the Board has determined that some of the Administrative Regulations adopted pursuant to Resolution No. R-054 subsequently have been superseded by other Authority policies; have become obsolete; and/or are otherwise no longer in the best interests of the Authority.

**NOW THEREFORE**, be it resolved that the following Administrative Regulations are rescinded in their entirety and are of no further force and effect:

- (a) Employee Participation in the Volunteer Fire Department
- (b) Tuition Reimbursement-AR00055
- (c) Firearms in the Workplace – AR-00059

APPROVED this 31st day of August, 2016.

BY THE BOARD OF DIRECTORS  
LOVELAND FIRE RESCUE AUTHORITY

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Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director



## ADMINISTRATIVE REGULATION (AR)

**EMPLOYEE PARTICIPATION IN THE VOLUNTEER FIRE DEPARTMENT Effective 01/01/2016**

# DELETE AS OBSOLETE

Loveland is fortunate to have the second largest volunteer fire department in Colorado. Both the Authority and the Board of Directors support and encourage the efforts of these community volunteers.

To foster continued growth and development of the volunteer ranks, the Authority encourages participation by employees in the volunteer department. Most volunteer firefighting and training activities will occur on the employees' personal time. However, in some instances it may be appropriate for a volunteer firefighter to respond during regular work hours. Whenever practical, the Authority will endeavor to allow employees time off from work to respond to emergency calls. We recognize that the absence of employees may not always be possible or practical, therefore Departments may develop response guidelines keeping the following in mind:

- \* the employee's absence from work will not idle other employees;
- \* the response may be made without interrupting a critical project or process in which the employee is involved;
- \* the seriousness of the fire call and the number of personnel needed to adequately provide coverage;
- \* the designation of personnel within the department who may approve time away from regular duties for fire response;
- \* fire responses will not be the basis to increase payroll or overtime costs.

The employees work duties take precedence and response to fire calls will always be at the convenience of the employer. It is the Authority's intention that volunteer firefighters not lose pay by responding to emergencies, but that the Authority not incur increased personnel costs either.

Response in Authority vehicles will be determined by the Division manager or his/her designee.

It is the responsibility of each employee/volunteer and each supervisor to exercise sound judgement in determining whether response to a fire call is appropriate.

**LFRA FIRE CHIEF SIGNATURE:**

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**MARK MILLER, FIRE CHIEF**



## ADMINISTRATIVE REGULATION (AR)

AR-00055 Tuition Reimbursement (Revised from City AR-00055)  
FESSAM #7C.1

Effective: 01/01/2016

# DELETE AS OBSOLETE

### I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority (LFRA) divisions and all LFRA employees classified as benefit-eligible full time and benefit-eligible part time.

### II. PURPOSE:

The Administrative Regulation ensures that all LFRA divisions and employees understand and comply with the policy for tuition reimbursement.

### III. DEFINITIONS:

- CHEA refers to the Council for Higher Education Accreditation. CHEA is a private, nonprofit national organization that coordinates accreditation activity in the United States. CHEA represents more than 3,000 colleges and universities and 60 national, regional, and specialized accreditors.

### IV. POLICY:

LFRA endorses the continued learning of employees, not only as a key factor in successfully accomplishing the organization's goals, but also as a means of promoting individual growth.

LFRA will encourage continued education by assisting in the payment of tuition costs and/or certification costs to further employee development. This employee benefit is available to interested individuals on a first-come, first-served basis and is contingent upon availability of funds.

LFRA will pay 100% up to an annual maximum of \$1,500 of tuition and/or laboratory costs.

#### **Basis For Mandate:**

- Internal governance

### V. PROCEDURE:

To be eligible to receive reimbursement all of the following criteria must be met:

- Courses are taken at an accredited academic institution as recognized by the Council for Higher Education Accreditation (CHEA).
- Courses are job-related, pertain to LFRA or possible future LFRA jobs. A "job-



## ADMINISTRATIVE REGULATION (AR)

**AR-00055 Tuition Reimbursement (Revised from City AR-00055)  
FESSAM #7C.1**

**Effective: 01/01/2016**

related" course is defined as a course which would contribute to the specific knowledge, skills, and abilities necessary to satisfactorily perform the employee's present job or possible future LFRA jobs. Whether a course is "job-related" is within the discretion of the Human Resources Department whose decision is final.

3. At the time of application, the employee must have been employed for 12 months with LFRA and have achieved a satisfactory review on his/her most recent performance evaluation with no formal disciplinary action within the previous six (6) months.
4. The employee submitted his/her application to the Human Resources Department a minimum of one week before the course begins.
5. The employee signed the Statement of Understanding outlining repayment to be made to LFRA in the event employment ends before one year has elapsed after completion of the course
6. Employee received a grade of "C" or better (2.0 on a 4.0 scale). For courses without grade requirements, a certification of successful completion is required.

### PROGRAM INFORMATION

Employees must take courses on their own time although special arrangements may be made with supervisor approval. Funds for other kinds of education (seminars, workshops, competency-based programs, certifications not taken at an accredited academic institution, etc.) may be available through the employee's division.

The maximum amount per employee per budget year is \$1,500. There is a lifetime maximum of \$10,000. Annual budget begins January 1 or start of the winter semester and ends December 31 or the end of the fall semester. LFRA does not pay expenses up-front.

An employee receiving other educational assistance (LFRA reimbursement programs, scholarships, Veteran's benefits, grants, etc.) for the amount equal to or greater than her/his cost for tuition and laboratory costs, is ineligible for reimbursement from LFRA. If the amount received from other sources is less than the employee's costs for tuition and laboratory costs, he or she may apply for the difference under this program.

In the event employment ends before one year has elapsed after completion and reimbursement of tuition/laboratory costs, the employee will be required to repay 100% of reimbursements paid for the courses completed during the previous 12 months. If a reduction-in-force occurs, the employee will not be required to reimburse funds paid and allocated monies will be paid out for courses the employee began prior to the reduction-in-force date as long as all other criteria have been met.

### VI. OTHER RELATED REGULATIONS & PROCEDURES:

- Not applicable.





## ADMINISTRATIVE REGULATION (AR)

AR-00055 Tuition Reimbursement (Revised from City AR-00055)  
FESSAM #7C.1

Effective: 01/01/2016

### VII. LFRA FIRE CHIEF SIGNATURE:

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Fire Chief, Mark Miller



## ADMINISTRATIVE REGULATION (AR)

Firearms in the Workplace (Revised from City AR-00059)  
FESSAM #7C.2

Effective: July 1, 2016

### I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority (LFRA) departments and all LFRA employees including: Regular, Temporary, Seasonal, and Volunteers.

### II. PURPOSE:

The Administrative Regulation provides Authority employees with guidance regarding the possession or use of firearms in the workplace when on duty and during the conduct of Authority business and to promote safety in the workplace.

### III. DEFINITIONS:

- **Civilian employees** refers to Authority employees who are not POST-certified, not designated as peace officers pursuant to state law, nor who are not authorized to carry or handle firearms while performing their duties as Authority employees.
- **Concealed** refers to placed out of sight so as not to be discernible or apparent by ordinary observation.
- **Valid permit** refers to a current permit to carry a concealed handgun issued pursuant to CRS § 18-12-201 *et seq.* or issued pursuant to 18 USC § 926B and 18 USC § 926C.
- **Workplace** refers to any Authority owned property, any work site leased or rented by the Authority, any Authority vehicle, or any location where an employee is conducting official business for the Authority, with the exception of an employee's private home when such employee is working from home.

### IV. POLICY:

In order to promote safety in the workplace, only those employees who are authorized to use or possess firearms during the course, conduct and in the performance of their duties as Authority employees are permitted to possess firearms in the workplace, except as otherwise permitted by state law governing carrying a concealed handgun.

#### **Basis For Mandate:**

- CRS §18-2-201 *et seq.*
- Violence in the Workplace
- Internal Governance



## ADMINISTRATIVE REGULATION (AR)

Firearms in the Workplace (Revised from City AR-00059)  
FESSAM #7C.2

Effective: July 1, 2016

### V. PROCEDURE:

#### A. General Prohibition

Except as provided for in this Administrative Regulation, Authority employees are prohibited from using or possessing (openly or concealed) a firearm of any kind in the workplace while such employee is on duty and during the conduct of Authority business. This shall not apply to an employee's private home when working from home.

#### B. Exceptions

1. Civilian employees who are required to handle or possess firearms in the performance of their duties are allowed to possess such firearms.
2. Civilian employees may keep a legal firearm in their personal vehicle when the vehicle is parked on Authority property or driven on Authority property, provided the employee keeps the firearm securely locked within the vehicle at all times.
3. Civilian employees who hold a valid permit for a carrying a concealed handgun may possess such handgun in the workplace, except in the Loveland Police Department booking area and the area in the Police and Court's building that is subject to a weapons detection security checkpoint.

#### C. Restrictions on Possession of a Firearm

1. A valid permit does not authorize an employee to carry a concealed handgun into a public building at which (i) security personnel and electronic weapons screening devices are permanently in place at each entrance to the building; (ii) security personnel electronically screen each person who enters the building or area to determine whether the person is carrying a weapon of any kind; and (iii) security personnel require each person who is carrying a weapon of any kind to leave the weapon in possession of security personnel while the person is in the building.
2. A valid permit does not authorize an employee to use a handgun in a manner that would violate any provision of state or federal law.
3. No firearms are allowed in the booking area of the Loveland Police Department.

In the event of a conflict between the provisions of this Administrative Regulation and policies or directions issued by the Chief Judge of the Eighth Judicial District pertaining to the control of weapons in those areas of the Loveland Police and Courts or the Larimer County Justice Center buildings subject to the jurisdiction of the Chief Judge, the policies or direction issued by the Chief Judge shall prevail.





## ADMINISTRATIVE REGULATION (AR)

Firearms in the Workplace (Revised from City AR-00059)  
FESSAM #7C.2

Effective: July 1, 2016

### D. Personal Liability

Except for those employees authorized in section V.B1 and V.B2 of this Administrative Regulation, the use or possession of a firearm is not within the scope of a civilian employee's duties for the Authority and therefore the employee possesses or uses the firearm as a private citizen at his or her own risk and assumes all liability.

### VI. OTHER RELATED REGULATIONS & PROCEDURES:

Violence in the Workplace

Effective: 01/01/2016

### VII. LFRA FIRE CHIEF SIGNATURE:

A handwritten signature in black ink, appearing to read "Mark Miller", is written over a horizontal line.

Mark Miller, Fire Chief

## Agenda Item Cover

Item No.: 3

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Consider Approving Revised Administrative Regulations

### EXECUTIVE SUMMARY

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There are two administrative regulation revisions submitted for LFRA Board consideration: Open Doors and Violence in the Workplace. The Open Doors policy has been revised to be consistent with the discipline administrative regulations the Board approved at the May 25, 2016 board meeting. The Violence in the Workplace is being revised to address the risk concerns about conceal and carry permitted weapons in stations and on scene.

### BACKGROUND

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The attorney advised in a previous LFRA Board meeting that all new or revised administrative regulations also needed to be approved by the LFRA Board, since during the employee transition the LFRA board approved all the existing administrative regulations.

#### Open Doors

Upon a more depth review of the Open Doors administrative regulation, the attorney revised it to be consistent with the Conduct Performance Discipline and Due Process administrative regulations approved by the Board at the May meeting.

#### Workplace Anti-Violence Policy

The Board approved the firearms regulation at the June Board meeting. When the policy was distributed to staff, there was confusion about whether or not an employee with a conceal carry permit would be able to have a hand gun in the stations and on scene. It was determined that the Firearms in the Workplace policy should be rescinded and a revised Workplace Anti-Violence Policy should be approved.

These regulations revisions are generated to be responsive to the operational environment, protect employees and manage liability.

### STAFF RECOMMENDATION

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Approve the administrative regulations as written.

### FINANCIAL/ECONOMIC IMPACTS

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None

### ASSOCIATED STRATEGIC GOALS

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Deliver cost effective services.

### ATTACHMENTS

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Open Doors Administrative Regulations

Workplace Anti-Violence Policy



# ADMINISTRATIVE REGULATION (AR)

Open Doors Program (Revised from City AR-00027)  
FESSAM #7C.5

Effective: 01/01/2016

## I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority ("LFRA") ~~departments-divisions~~ and all LFRA employees, including Probationary, Regular full-time, Regular part-time, Temporary and Seasonal employees.

## II. PURPOSE:

~~The~~ This Administrative Regulation ensures that all LFRA ~~departments-divisions~~ and employees understand LFRA has a policy of access to management for resolution of work-related concerns; it is a system of reviews in which managers at progressively higher levels within ~~our organization~~ LFRA review a decision and the highest level of management makes a final determination.

## III. DEFINITIONS:

- ~~Not applicable~~ The terms "serious discipline", "business day" and "base pay" shall have the meanings set forth in Administrative Regulation "Conduct, Performance and Discipline".

## IV. POLICY:

~~The Open Doors Program is intended to foster LFRA has two goals for this program: to ensure open lines of communication with-between employees and managers on non-disciplinary matters, and to guarantee-provide a timely response to concerns. All employees are welcome to participate in this process. In addition, the Open Doors Program provides a procedure for a Probationary, Temporary or Seasonal employee who has received discipline or serious discipline to dispute the discipline or serious discipline. The Open Doors Program also provides a procedure for a Regular full-time or Regular part-time employee to dispute discipline that does not adversely affect his/her base pay.~~

Through the Open Doors Program, an employee may want to address such non-disciplinary matters as:

- Comment on specific incidents arising during the course of employment ~~and or~~;
- Describe a specific situation that is affecting his or her performance or the way s/he feels about her/his job.

Specific examples include:

- a. ~~minor disciplinary actions as First Warnings and/or suspensions with pay,~~
- b. ~~major disciplinary actions such as Final Warnings, which do not adversely impact a property or liberty interest,~~
- a. incidents arising from working conditions/practices;<sub>1</sub>
- b. decisions made pursuant to department or LFRA policies;<sub>1</sub> and<sub>1</sub>
- c. performance appraisal concerns.

This Open Doors Program also provides the exclusive procedures through which a Probationary, Temporary or Seasonal employee can dispute discipline or serious discipline that



# ADMINISTRATIVE REGULATION (AR)

Open Doors Program (Revised from City AR-00027)  
FESSAM #7C.5

Effective: 01/01/2016

~~has been imposed on him/her. Similarly this Open Doors Program provides the exclusive procedures through which a Regular full-time or Regular part-time employee can dispute discipline (but not serious discipline) that has been imposed on him/her. Under no circumstances should this policy be construed as a progressive discipline policy or a policy creating "for cause" employment for ~~probationary~~ Probationary, ~~temporary~~ Temporary or ~~seasonal~~ Seasonal employees, or for Regular full-time or Regular part-time employees who have received discipline that does not adversely affect their base pay. LFRA has established a separate administrative regulation for serious disciplinary actions. The term "serious disciplinary action" refers to any of the following actions, when taken in conjunction with a disciplinary action: a suspension without pay, a reduction in pay, and an involuntary demotion resulting in a reduction in pay; it also includes termination or other disciplinary action adversely impacting a property or liberty interest.~~ Please refer to Administrative Regulation "Conduct, Performance and Discipline" for more information. In addition, LFRA has established a separate administrative regulation for position eliminations including layoffs and reductions-in-force. Please refer to Administrative Regulation "Reduction-in-Force" for more information. Both of these administrative regulations apply after an employee has successfully completed his/her Initial Performance Review Period.

LFRA has also established a separate administrative regulation for all harassment issues, including sexual harassment; please refer to Administrative Regulation "Harassment" for more information.

During the Open Doors process, the employee is not entitled to outside representation. Beginning with the person who took the action in dispute, each level of management will meet with the employee, in addition to written review, if the employee wishes to meet in person. In circumstances where the ~~supervisor~~ Supervisor/Officer in charge isn't the person taking the disputed action, complete this form and work through the chain of command of the person taking the disputed action.

Where the issue and/or response requires more than the timelines identified in this ~~administrative~~ Administrative regulation Regulation, to either schedule a meeting with the employee or to consider this issue, (due to out of the ordinary circumstances, the complexity of the issue and/or the absence of key people), the employee will be informed of this fact within the timeline identified, and given a reasonable timeline for a decision and/or a meeting by the ~~supervisor~~ Supervisor/Officer in charge, ~~director~~, or LFRA Manager Fire Chief.

The ~~supervisor~~ Supervisor/Officer in charge will inform the Human Resources Director whenever an employee begins the Open Doors Program.

## **Basis For Mandate:**

- Internal governance

## **V. PROCEDURE:**

### **Phase I**



## ADMINISTRATIVE REGULATION (AR)

Open Doors Program (Revised from City AR-00027)  
FESSAM #7C.5

Effective: 01/01/2016

This is the first and most direct way for employees to raise issues about their job or work situation.

The employee must *within ten (10) calendar days* from the incident or decision that caused concern, complete Part I of the Open Doors Form and bring it to his/her ~~supervisor~~Supervisor/Officer in charge ~~or the person taking the action under dispute~~. The employee must be as specific as possible about the nature of the concerns and possible solutions. The ~~supervisor~~Supervisor/Officer in charge will read the employee's statement. In most circumstances, the employee and his/her ~~supervisor~~Supervisor/Officer in charge have already discussed the situation. If no meeting is requested or if the employee and ~~supervisor~~Supervisor/Officer in charge have already discussed the situation and the ~~supervisor~~Supervisor/Officer in charge does not believe that another meeting may reconcile the situation, the ~~supervisor~~Supervisor/Officer in charge will give the employee a response in writing *within ten (10) calendar days* from receipt of the employee's written statement and provide a copy to the Human Resources Director. If the employee and ~~supervisor~~Supervisor/Officer in charge have not previously met, or if the employee requests a second meeting with the ~~supervisor~~Supervisor/Officer in charge and the ~~supervisor~~Supervisor/Officer in charge believes that a second meeting may reconcile the situation, the ~~supervisor~~Supervisor/Officer in charge shall schedule a time to meet with the employee within a reasonable time not to exceed fourteen (14) calendar days unless out of the ordinary circumstances exist. The ~~supervisor~~Supervisor/Officer in charge will listen and give the employee a response in writing *within ten (10) calendar days* of the meeting and provide a copy to the Human Resources Director.

Where a response from the ~~supervisor~~Supervisor/Officer in charge requires more than ten (10) calendar days (due to out of the ordinary circumstances, the complexity of the issue and/or the absence of key people), the employee will be informed within ten (10) calendar days of this fact and given a reasonable timeline for a decision by the ~~supervisor~~Supervisor/Officer in charge.

If the employee's ~~supervisor~~Supervisor/Officer in charge disagrees with the employee, cannot correct the situation, or is unwilling to change an earlier decision, *Phase II* offers additional steps.

### Phase II

The employee may complete Part II of the Open Doors form *within ten (10) calendar days* of receipt of the ~~supervisor~~Supervisor/Officer in charge's written response and bring it to the next level of management. Once again, the employee must be as specific as possible about the nature of the concerns and possible solutions. The ~~manager~~ ~~Battalion Chief~~Reviewing Supervisor/Officer will read the Open Doors form as completed by the employee and the employee's ~~supervisor~~Supervisor/Officer in charge, and meet in person with the employee if requested to do so to discuss the issue. The Reviewing Supervisor/Officer also may meet with the employee's Supervisor/Officer in charge and/or conduct such additional inquiry into the matter as the Reviewing Supervisor/Officer deems appropriate. If no meeting is requested, the ~~Reviewing Supervisor/Officer~~ ~~Battalion Chief~~manager will give the employee a response in writing *within ten (10) calendar days* from receipt of the Open Doors form. If the employee requests a meeting ~~with the Battalion Chief~~manager, the ~~Reviewing Supervisor/Officer~~ ~~Battalion~~

Revision Dates: 1/9/1996 [2-96], 3/14/1997, 4/27/1999 [A-11], LFRA 01/01/2016

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## ADMINISTRATIVE REGULATION (AR)

Open Doors Program (Revised from City AR-00027)  
FESSAM #7C.5

Effective: 01/01/2016

~~Chief manager~~ shall schedule a time to meet with the employee within a reasonable time not to exceed fourteen (14) calendar days unless out of the ordinary circumstances exist. The ~~Reviewing Supervisor/Officer Battalion Chief manager~~ will give the employee a response in writing *within ten (10) calendar days* of the meeting and provide a copy to the Human Resources Director.

This process may be repeated at each level of management ~~up to and including below~~ the ~~department director~~ Fire Chief. At each stage in this process, the employee will complete the appropriate section of the Open Doors form and submit it to the next level of management *within ten (10) calendar days* of receipt of a written response from the previous level of management. Every effort will be made to resolve the issue, with each level of management responding in writing *within ten (10) calendar days* of either a meeting with the employee, or if no meeting was requested, *within ten (10) calendar days* of receipt of the completed Open Doors form.

In all cases where a response from management is not possible within ten (10) calendar days, the employee will be informed of this fact within ten (10) calendar days and given a reasonable timeline for a decision.

### Phase III

This is the final step if the employee ~~isn't is not~~ satisfied with the ~~director's Fire Chief's~~ decision(s) of his/her managers. This phase gives the employee direct access to the LFRA Manager Fire Chief. This Phase III also enables an employee who has received discipline (but not serious discipline) directly from the Fire Chief an opportunity to have the Fire Chief reconsider the discipline.

The employee will complete Part IV of the Open Doors form fully stating the issue to his/her LFRA Manager Division Fire Chief.

*Within ten (10) calendar days* of receipt of the completed Open Doors form, the situation will be reviewed by the LFRA Manager Fire Chief. The Fire Chief may meet with the employee, any of the employee's managers, and/or conduct such additional inquiry into the matter as the Fire Chief deems appropriate including a meeting with his/her LFRA Manager Division Chief if desired by the employee. The Fire Chief shall issue a final decision employee will be informed of the final resolution of the review within ten (10) calendar days of either a meeting with the employee, or if no meeting was requested, *ten (10) calendar days* of receipt of the completed Open Doors form. In his/her final decision, the Fire Chief may either: uphold the prior action(s); reverse the prior action(s); or, modify the ~~If the review supports the previous opinions or decisions, these will be upheld; if not, the prior decision will be modified prior action(s).~~ The LFRA Manager Fire Chief will send a copy of the decision to the Human Resources Director and the employee's ~~department director~~ Supervisor/Officer in charge.

Where the issue requires more than *ten (10) calendar days*, to either schedule a meeting with the employee or to consider the issue (due to out of the ordinary circumstances, complexity of the issue and/or the absence of key people), the employee will be informed of this fact within the timeline identified, and given a reasonable timeline for a meeting and/or a decision by the LFRA Manager Fire Chief.



## ADMINISTRATIVE REGULATION (AR)

Open Doors Program (Revised from City AR-00027)  
FESSAM #7C.5

Effective: 01/01/2016

The Human Resources Director or designee will coordinate any necessary research requested by the ~~LFRA Manager~~[Fire Chief](#).

All written records of this process will be kept in a separate file within the Human Resources Director's office.

### VI. OTHER RELATED REGULATIONS & PROCEDURES:

Discipline: Notice and Process for Serious Discipline	Effective: 01/01/2016
Reduction-in-Force	Effective: 01/01/2016
Employment Status	Effective: 01/01/2016
Harassment	Effective: 01/01/2016

### VII. LFRA FIRE CHIEF SIGNATURE:

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Mark Miller, Fire Chief



# ADMINISTRATIVE REGULATION (AR)

AR-00059 Workplace Anti-Violence Policy

Effective: August 31, 2016

## I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority (LFRA) departments and all LFRA employees including: Regular, Temporary, Seasonal, and Volunteers.

## II. PURPOSE:

The Administrative Regulation provides Authority employees with guidance regarding a Workplace Anti-Violence Policy, including the possession or use of firearms in the workplace when on duty and during the conduct of Authority business and to promote safety in the workplace.

## III. DEFINITIONS:

- **Civilian employees** refers to Authority employees who are not POST-certified, not designated as peace officers pursuant to state law, nor who are not authorized to carry or handle firearms while performing their duties as Authority employees.
- **Concealed** refers to placed out of sight so as not to be discernible or apparent by ordinary observation.
- **Valid permit** refers to a current permit to carry a concealed handgun issued pursuant to CRS § 18-12-201 *et seq.* or issued pursuant to 18 USC § 926B and 18 USC § 926C.
- **Workplace** refers to any Authority owned property, any work site leased or rented by the Authority, any Authority vehicle, or any location where an employee is conducting official business for the Authority, with the exception of an employee's private home when such employee is working from home.

## IV. POLICY:

The Fire Department's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to, physically, psychologically or emotionally intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, openly carrying weapons onto the Fire Department Premises or during any Fire Department duty or activity, or any other act which in the Fire Department's opinion is inappropriate in the workplace.

The use of Fire Department property, including but not limited to the Fire Department's communications systems, in a physically, psychologically or emotionally threatening, intimidating or violent manner is prohibited. All members are prohibited from bringing a weapon onto Fire Department premises or possessing a weapon while performing any Fire Department duty or activity, except for the following individuals:



## ADMINISTRATIVE REGULATION (AR)

AR-00059 Workplace Anti-Violence Policy

Effective: August 31, 2016

1. Law enforcement officials; and
2. A member authorized under Colorado law to carry a concealed weapon may bring a concealed weapon into the public portions of the Fire Department's facilities while off duty; however, a member is expressly prohibited from carrying, storing or using a concealed weapon in the performance of any Fire Department duty or activity, including while in any Fire Department facility, apparatus or vehicle. A member who carries, stores or uses a concealed weapon while performing a Fire Department duty or activity may be subject to disciplinary action, up to and including termination. Further, a member who carries, stores or uses a concealed weapon while performing a Fire Department duty or activity in violation of this policy will be individually liable for any harm resulting from such actions.

### **Basis For Mandate:**

- CRS §18-2-201 *et seq.*
- Internal Governance

### **V. PROCEDURE:**

For purposes of this policy, a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object or substance designed, or which the possessor intends to use, to inflict psychological or emotional harm, bodily injury or death upon another individual. The term "weapon" includes knives, except knives with a blade less than 3 inches in length that members routinely carry to assist them in performing their duties, unless a knife is brought onto the Fire Department's premises with the intent to cause psychological or emotional harm, bodily injury or death.

If you believe you have been subjected to workplace violence, you have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you must report it to your supervisor. If there is an immediate threat to your health/safety, or the health or safety of another member or the public, or to Fire Department property, you also must immediately call 911. The Fire Department will investigate all reports of workplace violence and take such action as it deems appropriate. If you engage in workplace violence, you may be subjected to discipline, up to and including immediate termination. The Fire Department also may report any incident of workplace violence to the appropriate law enforcement agency. Retaliation against a member for making or participating in the investigation of a complaint of workplace violence is prohibited.



## ADMINISTRATIVE REGULATION (AR)

AR-00059 Workplace Anti-Violence Policy

Effective: August 31, 2016

### VII. LFRA FIRE CHIEF SIGNATURE:

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Mark Miller, Fire Chief

### IV. POLICY:

~~In order to promote safety in the workplace, only those employees who are authorized to use or possess firearms during the course, conduct and in the performance of their duties as Authority employees are permitted to possess firearms in the workplace, except as otherwise permitted by state law governing carrying a concealed handgun.~~

#### Basis For Mandate:

- ~~• CRS §18-2-201 et seq.~~
- ~~• AR-00005 Violence in the Workplace~~
- ~~• Internal Governance~~

### V. PROCEDURE:

#### A. General Prohibition

~~Except as provided for in this Administrative Regulation, Authority employees are prohibited from using or possessing (openly or concealed) a firearm of any kind in the workplace while such employee is on duty and during the conduct of Authority business. This shall not apply to an employee's private home when working from home.~~

#### B. Exceptions

- ~~1. Civilian employees who are required to handle or possess firearms in the performance of their duties are allowed to possess such firearms.~~



## ADMINISTRATIVE REGULATION (AR)

AR-00059 Workplace Anti-Violence Policy

Effective: August 31, 2016

- ~~2. Civilian employees may keep a legal firearm in their personal vehicle when the vehicle is parked on Authority property or driven on Authority property, provided the employee keeps the firearm securely locked within the vehicle at all times.~~
- ~~3. Civilian employees who hold a valid permit for a carrying a concealed handgun may possess such handgun in the workplace, except in the Loveland Police Department booking area and the area in the Police and Court's building that is subject to a weapons detection security checkpoint.~~

### ~~C. Restrictions on Possession of a Firearm~~

- ~~1. A valid permit does not authorize an employee to carry a concealed handgun into a public building at which (i) security personnel and electronic weapons screening devices are permanently in place at each entrance to the building; (ii) security personnel electronically screen each person who enters the building or area to determine whether the person is carrying a weapon of any kind; and (iii) security personnel require each person who is carrying a weapon of any kind to leave the weapon in possession of security personnel while the person is in the building.~~
- ~~2. A valid permit does not authorize an employee to use a handgun in a manner that would violate any provision of state or federal law.~~

~~3. No firearms are allowed in the booking area of the Loveland Police Department.~~

~~In the event of a conflict between the provisions of this Administrative Regulation and policies or directions issued by the Chief Judge of the Eighth Judicial District pertaining to the control of weapons in those areas of the Loveland Police and Courts or the Larimer County Justice Center buildings subject to the jurisdiction of the Chief Judge, the policies or direction issued by the Chief Judge shall prevail.~~

### ~~D. Personal Liability~~

~~Except for those employees authorized in section V.B1 and V.B2 of this Administrative Regulation, the use or possession of a firearm is not within the scope of a civilian employee's duties for the Authority and therefore the employee possesses or uses the firearm as a private citizen at his or her own risk and assumes all liability.~~

## VI. OTHER RELATED REGULATIONS & PROCEDURES:

AR-00005

Violence in the Workplace

Effective: 08/08/2009

## VII. LFRA FIRE CHIEF SIGNATURE:

Mark Miller, Fire Chief



# ADMINISTRATIVE REGULATION (AR)

AR-00059 Workplace Anti-Violence Policy

Effective: August 31, 2016

## Agenda Item Cover

Item No.: 4

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Consider the Appointment of Three Consolidated Volunteer Pension Board Members

### EXECUTIVE SUMMARY

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August 17, 2016 the Consolidated Volunteer Pension Board voted to recommend to the LFRA Board the appointment of Bob Starman, Everette Roberts, and Melissa Pack to fill Consolidate Volunteer Pension Board vacancies.

### BACKGROUND

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When LFRA assumed sponsorship of the Consolidated Volunteer Pension Plan effective January 1, 2016, the LFRA Board became responsible for appointments to the Consolidate Volunteer Pension Plan Board. The pension board met August 17, 2016 and voted to recommend the following people to fill vacancies: Bob Starman, Everette Roberts, and Melissa Pack.

### STAFF RECOMMENDATION

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Approve appointments as recommended by the pension board.

### FINANCIAL/ECONOMIC IMPACTS

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None

### ASSOCIATED STRATEGIC GOALS

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Deliver cost effective services.

### ATTACHMENTS

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None



## Agenda Item Cover

Item No.: 5

Meeting Date: August 31, 2016

Prepared By: Mark Miller, Fire Chief



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### TITLE

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Consider Approving the Intergovernmental Agreement Establishing the Front Range Fire Consortium Authority

### EXECUTIVE SUMMARY

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The attached Intergovernmental Agreement (IGA) establishes the Front Range Fire Consortium (FRFC) as a separate political subdivision under Colorado law. This new public agency will continue the services of the current FRFC, which has operated as an informal association of 10 fire departments for over 20 years in Northern Colorado, Wyoming and Montana. It will provide the stability and predictability to the governance, administration, funding and planning of FRFC activities that have been difficult to maintain under the present informal association. The new public agency will continue the mission of FRFC, particularly the recruit fire academies. While the operations of the fire academies will remain substantially the same, the financial strategy will change from "donated resources" to a "per-participant" cost and "leased resources." Two major advantages of forming the new public agency will be the provision of services on a more equitable basis among member agencies and governmental immunity under Colorado law. The new public agency will continue to be called the Front Range Fire Consortium. It will begin operations on January 1, 2017, at which time the prior informal association will no longer exist. **In order to become an establishing member of this new public agency, the governing body of a fire department, district or authority that has been participating in the prior informal association will need to adopt this IGA by mid-November 2016.**

### BACKGROUND

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The Front Range Fire Consortium (FRFC) was formed in 1996 (then known as the Northern Colorado Fire Consortium). It began offering recruit fire academies twice a year in 2000. In addition to these academies, FRFC provided a professional development program for officers and aspiring officers from 1996 to 2009. A new professional development program is planned for 2017.

Although LFRA has participated in instructing and providing fire apparatus, we have not actually had any recruits in the FRFC for that last five to six years, due to the fact we have been hiring all our full time firefighters from our part-time cadre. In the future that may change.

Collectively, the ten member agencies (Boulder, Greeley, Longmont, Cheyenne, Laramie, Mountain View, Poudre, Loveland, and Central Valley, Montana) that are part of the FRFC, provide fire protection and emergency services to a population of approximately 850,000, with 825 career firefighters staffing 46 fire stations. Since 2000, 499 recruit firefighters have completed a FRFC academy. This represents 60% of all the current career firefighters in the member agencies. In the foreseeable future, FRFC expects the number of career firefighters in the member agencies to increase to 1,000 staffing over 50 fire stations. Within this timeframe, the number of recruit firefighters will continue to grow to an average of at least 40 per year.

### STAFF RECOMMENDATION

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## Agenda Item Cover

Item No.: 5

Meeting Date: August 31, 2016

Prepared By: Mark Miller, Fire Chief



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Approve the IGA as written and approved by our legal representatives.

### FINANCIAL/ECONOMIC IMPACTS

This new financial strategy would continue an annual membership fee to support the administrative costs of the new public agency. The annual membership fee is estimated to be between \$5,000 and \$10,000, and will be established by the Board of Directors of the new public agency as part of its annual budget process. It is anticipated that LFRA's fee will be \$5,000 as it has for the last several years. It may change, if and when we choose to enroll firefighters into the full academy sometime in the future; and we would budget accordingly.

### ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

### ATTACHMENTS

IGA establishing the Front Range Fire Consortium

## INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FRONT RANGE FIRE CONSORTIUM

This INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FRONT RANGE FIRE CONSORTIUM ("**Agreement**") is made and entered into as of the Effective Date (defined below) by and among the following local governments that have signed this Agreement by the Effective Date, which are referred to individually as an "**Establishing Member**" and collectively as the "**Establishing Members**":

1. CITY OF BOULDER, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
2. CITY OF GREELEY, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
3. CITY OF LONGMONT, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
4. CITY OF CHEYENNE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming;
5. CITY OF LARAMIE, a municipal corporation, incorporated and existing under the laws of the State of Wyoming;
6. MOUNTAIN VIEW FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;
7. WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado;
8. POUDRE FIRE AUTHORITY, a public entity of the State of Colorado; and,
9. LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado.

### RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements;

WHEREAS, Sections 29-1-203 and 29-1-203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate political subdivision of the State to do so. Section 29-1-206.5, C.R.S., authorizes Colorado municipalities, fire protection districts and fire protection authorities to contract with municipalities of neighboring states to provide emergency services; and,

WHEREAS, the Establishing Members wish to establish a separate political subdivision of the State of Colorado that will be responsible for providing training and other services supporting the provision of emergency services by the Establishing Members and, when appropriate, to provide such training and other support services to Associate Members (defined below) and/or Contracting Agencies (defined below).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Establishing Members agree as follows:

## AGREEMENT

### ARTICLE 1 ORGANIZATION AND PRINCIPAL PLACE OF BUSINESS

1.1 **Organization.** There is hereby established the "Front Range Fire Consortium" ("***Consortium***"), which shall constitute a separate political subdivision of the State pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., and a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.* The Consortium is established in conformity with Section 29-1-203.5, C.R.S. and the provisions of that statute shall apply to the Consortium.

1.2. **Principal Place of Business.** The Board will from time to time establish the Consortium's principal place of business, which initially will be 1731 Cedar Ave, Greeley, Colorado 80631.

### ARTICLE 2 DEFINITIONS

In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

2.1 **"Advance Deposit"** means the portion of the projected expenditures set forth in the Annual Budget adopted by a Majority vote of the Voting Directors that shall be paid by each Establishing Member and Associate Member. The amount of the Advance Deposit, if any, shall be set by a Majority vote of the Voting Directors at the time they adopt the Annual Budget.

2.2 **"Alternate Non-Voting Director"** means an alternative representative appointed by an Associate Member to serve as its Non-Voting Director when its Non-Voting Director is absent or unable to perform his/her duties.

2.3 **"Alternate Voting Director"** means an alternative representative appointed by an Establishing Member to serve as its Voting Director when its Voting Director is absent or unable to perform his/her duties.

2.4 "**Annual Budget**" means the fiscal plan adopted annually by the Board regarding anticipated revenues and expenditures, and the funding of or expenditure from the General Operating Fund and/or the Reserve Fund during the ensuing Fiscal Year.

2.5 "**Annual Membership Fee**" means the non-refundable annual fee charged to each Establishing Member and Associate Member for membership in the Consortium, the amount of which is established by the Board each year as part of the Annual Budget.

2.6 "**Associate Member**" means a governmental agency that is not an Establishing Member or Contracting Agency, which (a) pays the Annual Membership Fee; (b) pays the Per Participant Fee(s) (when applicable); and, (c) is entitled to participate in the Consortium Leased Resources Program.

2.7 "**Board**" means the Board of Directors for the Front Range Fire Consortium, as established by this Agreement. All legislative power of the Consortium is vested in the Board.

2.8 "**Contracting Agency**" means either a governmental agency that provides emergency services or a private entity that provides emergency services, and which governmental agency or private entity enters into one or more Service Agreements with the Consortium.

2.9 "**Director(s)**" means (a) each Voting Director or, in his/her absence or inability to perform, the Alternate Voting Director; and (b) each Non-Voting Director or, in his/her absence or inability to perform, the Alternate Non-Voting Director.

2.10 "**Effective Date**" means January 1, 2017.

2.11 "**Fiscal Year**" means the fiscal year of the Consortium, which is concurrent with the calendar year.

2.12 "**General Operating Fund**" means a fund into which all revenues from any source are deposited and from which all financial obligations and expenditures of the Consortium are paid, except for revenues that are deposited into and paid directly from the Reserve Fund.

2.13 "**Majority**" means one more than half the Voting Directors present at a regular or special meeting where a quorum of Voting Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience. For purposes of an emergency meeting, a Majority means, regardless whether a quorum of Voting Directors is present, one more than half the Voting Directors present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

2.14 "**Non-Voting Director(s)**" means a non-voting representative appointed by each Associate Member (exclusive of any Associate Member that withdraws or is involuntarily terminated).

2.15 “**Participant**” means an employee or volunteer of an Establishing Member, Associate Member or Contracting Agency, who participates in one or more of the Services provided by the Consortium.

2.16 “**Per Participant Fee**” means the fee charged an Establishing Member or Associate Member for each Participant that Establishing Member or Associate Member has participating in one or more of the Services provided by the Consortium. The Voting Directors, by Majority vote, shall establish each Per Participant Fee that will be charged, and the amount of each Per Participant Fee, as part of adopting the Annual Budget. The Per Participant Fees may be established for each individual Service, for a group of Services, or in any other manner the Voting Directors deem appropriate. By way of example only, in a given year, the Voting Directors could establish: a) a separate Per Participant Fee for each Service provided by the Consortium; b) a “group” Per Participant Fee that entitles a Participant to participate in a certain group of Services provided by the Consortium; and, c) an “all inclusive” Per Participant Fee that entitles a Participant to participate in all Services provided by the Consortium.

2.17 “**Quorum**” means more than one-half the number of Voting Directors serving on the Board at the time of the regular or special meeting, whether participating in-person, telephonically or by any other media by which each Voting Director can hear and be heard by the other Voting Directors and the audience. A vacant Voting Director position will not be counted for purposes of determining if a quorum is present. A Voting Director who abstains from a vote will still be counted for purposes of determining if a quorum is present.

2.18 “**Reserve Fund**” means a fund established to defray the costs of unanticipated or unreimbursed administrative or operating expenses, or for future capital expenditures

2.19 “**Reserve Fund Contribution**” the amount each Establishing Member may be required to pay from time to time into the Reserve Fund, as determined by the Board.

2.20 “**Services**” means the training and other services provided by the Consortium to support the emergency services of the Establishing Members, which services shall be determined by the Board from time to time.

2.21 “**Service Agreement(s)**” means one or more contracts entered into between a Contracting Agency and the Consortium whereby the Consortium provides one or more Services in exchange for monetary compensation.

2.22 “**Super Majority**” means at least sixty-six percent (66%) of the Voting Directors at the time of a regular or special meeting where a quorum of Voting Directors are present in-person, telephonically or by any other media by which each Voting Director can hear and be heard by the other Voting Directors and the audience.

2.23 “**Unaffiliated Participant**” means an individual who is not an employee or volunteer of an Establishing Member, Associate Member or Contracting Agency, and who participates in an Unaffiliated Participant Program established by the Majority vote of the Voting Directors.

2.24 **"Unaffiliated Participant Fee(s)"** means the fee(s) charged an Unaffiliated Participant to participate in one or more of the Services provided by the Consortium. The Voting Directors, by Majority vote, shall establish each Unaffiliated Participant Fee that will be charged, and the amount of each Unaffiliated Participant Fee, as part of adopting the Annual Budget. The Unaffiliated Participant Fees may be established for each individual Service, for a combination of Services, or in any other manner the Voting Directors deem appropriate. By way of example only, for a given year, the Voting Directors could establish: a) a separate Unaffiliated Participant Fee for each Service provided by the Consortium; b) a "group" Unaffiliated Participant Fee that entitles an Unaffiliated Participant to participate in a certain group of Services provided by the Consortium; and, c) an "all inclusive" Unaffiliated Participant Fee that entitles an Unaffiliated Participant to participate in all Services provided by the Consortium.

2.25 **"Voting Director(s)"** means a voting representative appointed by each Establishing Member (exclusive of any Establishing Member that withdraws or is involuntarily terminated).

### **ARTICLE 3 POWERS AND AUTHORITY**

The Consortium, through its Board, shall have the following powers and authority:

- 3.1 Determine, develop and provide high quality Services.
- 3.2 Acquire, lease, operate, maintain, repair, replace or sell real and personal property, systems, equipment and other materials necessary or appropriate for the administration of the Consortium and its provision of the Services.
- 3.3 Hire employees and appoint volunteers; lease personnel from an Establishing Member or Associate Member; and, hire independent contractors, consultants and professionals.
- 3.4 Collect and disburse all funds related to administering the Consortium and providing the Services, and establish such banking accounts and relationships necessary for these purposes.
- 3.5 Maintain separate asset inventory schedules for all real or personal property acquired by the Consortium, whether through purchase, donation, grant or otherwise.
- 3.6 Enter into, make and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind.
- 3.7 Receive contributions, gifts, donations, bequests, or grants of any type or nature, including but not limited to cash, real or personal property, equipment, or services.

3.8 Adopt bylaws, policies, and procedures with respect to the exercise of its powers and authority, and the provision of its Services.

3.9 Obtain and maintain general liability and management liability insurance coverage, and such other insurance as it deems appropriate or as may be required by law.

3.10 Exercise any other powers and authority that are necessary to administer the Consortium or provide the Services, including all implied or inherent powers and authority granted the Consortium by this Agreement or by law.

#### ARTICLE 4 ESTABLISHING MEMBERS, ASSOCIATE MEMBERS AND CONTRACTING AGENCIES

##### 4.1 Establishing Members and Associate Members.

4.1.1 Rights of Establishing Members. Each Establishing Member shall have the rights:

a. To participate in and receive any Services provided by the Consortium. Establishing Members shall pay for costs associated with the Services provided by the Consortium in accordance with the terms of this Agreement;

b. To receive reimbursement for Leased Resources;

c. To a prorated share of the assets of the Consortium upon termination of this Agreement, unless the Establishing Member has been involuntarily terminated or has withdrawn prior to the effective date of termination of this Agreement;

d. To have a representative serve on the Board and to cast one vote on any matter coming before the Board; and,

e. To all other benefits and privileges bestowed on Establishing Members under this Agreement.

4.1.2 Rights of Associate Members. Associate Members shall have all of the rights of Establishing Members except that the representative an Associate Member appoints to the Board shall serve as an *ex officio* Board member and shall not be entitled to vote on matters coming before the Board.

4.1.3 Involuntary Termination. The Board may terminate the participation of any Establishing Member or Associate Member ("**Defaulting Member**") in the Consortium, and remove such Defaulting Member as a party to this Agreement, upon the occurrence of either of the following: a) the Defaulting Member's breach of this Agreement ("**Breach**"); or b) the Defaulting Member's failure to pay in full at the required time either its Annual Membership Fee



and/or any Reserve Fund Contribution ("***Failure to Pay***"). The procedure for such termination and removal shall be as follows:

a. Super Majority Vote. Termination and removal shall require a Super Majority vote of the Voting Directors at a regular or special meeting during which the Defaulting Member shall have the opportunity to present relevant evidence in its defense, which relevancy shall be determined by the Voting Directors.

b. Opportunity to Cure. If the Voting Directors vote to terminate and remove a Defaulting Member as set forth above, the Defaulting Member shall have thirty (30) calendar days to cure a Breach, or ten (10) calendar days to cure a Failure to Pay, as applicable.

c. Final Termination Vote. At a regular or special Board meeting, the Board shall determine whether the Defaulting Member cured the violation within the applicable cure period. The Board may review such evidence as it determines is reasonable and necessary and shall thereafter vote on the matter. Whether the Defaulting Member successfully cured the violation shall be determined by a Majority vote of the Voting Directors. If the meeting is to evaluate the cure of a Breach, this meeting shall be held not less than thirty (30) days and not more than sixty (60) days after a Super Majority vote of the Voting Directors to terminate and remove the Defaulting Member. If the meeting is to evaluate the cure of a Failure to Pay, this meeting shall be held not less than ten (10) days nor more than thirty (30) days after a Super Majority vote of the Voting Directors to terminate and remove the Defaulting Member. If the Board determines that the Defaulting Member did not cure the violation, the Defaulting Member's participation in the Consortium shall immediately terminate and the Defaulting Member shall be removed as a party to this Agreement.

Upon termination, the terminated Defaulting Member shall have no further interest, right or title in or to any assets or equity of the Consortium. Termination of one or more Establishing Members shall not cause termination of this Agreement.

4.1.4 Consolidation by Establishing Members. Consolidation by a Establishing Member with another Establishing Member or a non-Establishing Member to form a single legal entity will neither terminate this Agreement nor constitute a withdrawal by the consolidating Establishing Member(s). All rights and obligations of such consolidating Establishing Member(s) will inure to the newly created single legal entity. Any consolidated Establishing Member will have one Voting Director on the Board and will be entitled to one vote.

4.1.5 Withdrawal of Establishing Members. An Establishing Member may withdraw from this Agreement at the end of any calendar year by written notice authorized by the governing body of such Establishing Member that is given to the Board and every other Establishing Member no later than January 15th of that calendar year. To the extent permitted by law, a withdrawing Establishing Member will remain liable for its share of any and all financial obligations and indebtedness of the Consortium incurred while the withdrawing Establishing Member was an Establishing Member of the Consortium. Upon withdrawal, a withdrawing Establishing Member will have no further interest, right, or title in or to any assets

or equity of the Consortium, unless there is a specific written agreement to the contrary approved by the governing body of the withdrawing Establishing Member and a Super Majority vote of the Voting Directors. Withdrawal by any Establishing Member or combination of Establishing Members will not cause termination of this Agreement. A Establishing Member's non-appropriation of funds pursuant to Section 6.5 will constitute a withdrawal; provided however, that the three hundred fifty (350) calendar days prior notice period will not apply and, instead, the Establishing Member will be deemed withdrawn as of January 1 of the Fiscal Year for which funds are not appropriated. A non-appropriating Establishing Member must notify every other Establishing Member as soon as reasonably practical when it is certain that its governing body will fail to appropriate the funds necessary for the Establishing Member to meet its financial obligations for the ensuing Fiscal Year.

4.1.6 Addition of Establishing Members and Associate Members. A new governmental agency may join the Consortium as an Establishing Member of this Agreement upon the Super Majority vote of the Voting Directors consenting to the new governmental agency becoming an Establishing Member. A new governmental agency may join the Consortium as an Associate Member of this Agreement upon the Majority vote of the Voting Directors consenting to the new governmental agency becoming an Associate Member.

4.2 Contracting Agency. Upon the affirmative Majority vote of the Voting Directors, the Consortium may enter into a Service Agreement(s) with a Contracting Agency to provide to the Contracting Agency one or more of the Services. Each Service Agreement will specify the Service(s) to be provided by the Consortium and the terms under which such Service(s) is to be provided, including the compensation to be paid the Consortium, and the terms and conditions upon which the Service Agreement may or shall be terminated.

## ARTICLE 5 GOVERNANCE

5.1 Establishment of Board of Directors. There is hereby established a Board of Directors. The Board shall consist of one Voting Director and, in his/her absence or inability to perform his/her duties, one Alternate Voting Director for each Establishing Member, and one Non-Voting Director and, in his/her absence or inability to perform his/her duties, one Alternate Non-Voting Director for each Associate Member. Directors may be appointed to serve consecutive terms on the Board.

5.2 Appointment. A Director will serve at the pleasure of the governing body of the Establishing Member or Associate Member, as applicable, and may be replaced at any time and for any reason by the governing body of the applicable Establishing Member or Associate Member.

5.3 Compensation. Directors will not receive compensation for their services. The Board may provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of the Consortium.

5.4 **Board Action.** Final actions or decisions of the Board (including ratification or rescission of action taken by the Board at an emergency meeting) may be taken or made only at regular or special meetings of the Board, called upon notice as required herein, at which a Quorum is present. Except as set forth below or as otherwise provided in this Agreement, final actions or decisions of the Board shall be made by the affirmative vote of a Majority of the Voting Directors at a properly-noticed regular or special meeting at which a Quorum is present.

5.5 **Meetings.**

5.5.1 **All Meetings Public.** All regular, special and emergency meetings of the Board will be open to the public and subject to the Colorado Sunshine Law, Part 4 of Article 6, Title 24 of the Colorado Revised Statutes ("***Sunshine Law***"), except that an emergency meeting may be called without 72 hours prior notice as provided in Section 5.5.6, below.

5.5.2 **Regular Meetings.** Regular meetings shall be held at least quarterly. A schedule of regular meetings of the Board for an upcoming year shall be set by resolution of the Voting Directors no later than the last quarterly meeting of the current year, which resolution will identify the dates, times, and location(s) of said regular meetings. Following adoption of said resolution, no additional notice to the Directors will be required. Regular meetings of the Board will be posted in accordance with the Sunshine Law. Directors may participate in any regular meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

5.5.3 **Special Meetings.** Special meetings of the Board may be called by any two (2) or more Voting Directors. Thereupon it will be the duty of the Board Secretary to cause notice of such meeting to be given as hereinafter provided. Work/study sessions will constitute a special meeting. Special meetings of the Board will be held at the time and place fixed by the Voting Directors calling the meeting. Special meetings of the Board will be posted in accordance with the provisions of the Sunshine Law. Directors may participate in any special meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors and the audience.

5.5.4 **Notice of Special Meeting.** Written notice of any special meeting of the Board shall be delivered to each Director not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of the Board Secretary, or upon the Board Secretary's default, by the Voting Directors calling the meeting.

5.5.5 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board will constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

5.5.6 Emergency Meetings. Two (2) or more Voting Directors may call an emergency meeting at any time and without 72 hours prior notice in the event of an emergency that requires the immediate action of the Voting Directors in order for the Consortium to carry out its Services and related functions. The Board Secretary, or upon the Board Secretary's default, the Voting Directors calling the emergency meeting, shall cause notice of the emergency meeting to be given immediately to all Directors. Notice may be given in-person, by facsimile or by electronic mail at the direction of the Board Secretary, or upon the Board Secretary's default, by the Voting Directors calling the emergency meeting. To the extent practicable, public notice of an emergency meeting will be posted in the same locations as for regular meetings. At the emergency meeting, the Board, by affirmative vote of a Majority of the Voting Directors present, may take any action within the express or implied powers of the Consortium to carry out its Services and related functions; provided, however, any action taken at an emergency meeting will be effective only until the first to occur of: a) the next regular meeting, or b) the next special meeting of the Board at which the emergency issue is on the public notice of such meeting. At such subsequent meeting, the Voting Directors may ratify any emergency action taken. If any emergency action taken is not ratified, it shall be deemed rescinded. Emergency meetings of the Board shall be open to the public.

5.5.7 Procedural Rules Governing Meetings. The Board shall develop procedural rules for conducting regular and special meetings, provided that such rules will include the following: a) the reading of the text of minutes, financial statements or proposed Resolutions into the record is not required; and b) the Chairperson may make a motion and may vote on a motion. In the absence of an established procedural rule, the Board will, to the extent practicable, follow the latest edition of *Robert's Rules of Order*.

5.5.8 Officers. The officers of the Consortium will be a President, Vice-President, Secretary, and Treasurer. All officers shall be Board members.

a. Election and Term of Office. The term of office for all officers will be two Fiscal Years; provided, however, that the first President and Treasurer elected after the Effective Date shall serve an initial term of three Fiscal Years. The initial officer of each position also will serve for the remainder of the Fiscal Year in which he/she was elected. Thereafter, at its last regular or special meeting during a Fiscal Year in which an officer's term is expiring, the Board, by Majority vote of the Voting Directors, will elect a new officer to that position. Vacancies occurring in any officer position may be filled by Majority vote of the Voting Directors at any regular or special meeting of the Board at the time the vacancy occurs.

b. Removal. Any officer elected by the Voting Directors may be removed by the Voting Directors, with or without cause, at any time by Majority vote of the Voting Directors at any regular or special meeting of the Board at which a quorum is present.

c. Duties and Authority of Officers.

i. President. Except as otherwise directed by a Majority of the Voting Directors, the President will execute all legal instruments of the Consortium and will represent the Board at any meeting, event, or other activity at which a Board

representative is permitted, requested, or required to be in attendance. The President will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time. The President will serve as the Chairperson and preside at all Board meetings.

ii. Vice-President. Except as otherwise directed by a Majority of the Voting Directors, the Vice-President will perform the duties, and have the authority of, the President in the President's absence or inability or refusal to perform his/her duties. The Vice-President will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time so long as such duties are not inconsistent with the duties and authority of the President. The Vice-President will serve as the Chairperson at any Board meeting where the President is absent, or is unable or refuses to serve as the Chairperson.

iii. Secretary. The Secretary will (A) maintain the official records of the Consortium, including this Agreement, bylaws, policies, procedures and protocols established by the Voting Directors, minutes of Board meetings, and a register of the names and addresses of the Establishing Members, Associate Members, Contracting Agencies, Directors and officers; and (B) issue meeting notices, attest documents as necessary or appropriate, and prepare the minutes of all Board meetings. The Secretary will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time.

iv. Treasurer. The Treasurer will be responsible for the general oversight of all financial aspects of the Consortium. The Treasurer will serve as the financial official of the Consortium. The Treasurer will serve as the Chairperson at any meeting where both the President and Vice-President are absent, or fail or refuse to serve as the Chairperson. The Treasurer will perform such additional duties and have such additional authority as directed by a Majority of the Voting Directors from time to time.

5.5.9 Bonds of Officers, Employees and Agents. The Treasurer and any other officer, employee or agent of the Consortium charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board will determine. The Voting Directors, in their discretion, also may require any other officer, employee or agent of the Consortium to give a bond in such amount and with such surety as will be determined. The cost of such bond will be an expense of the Consortium.

5.5.10 Governmental Immunity. Every Director, officer, employee and volunteer of the Consortium, while performing his/her duties and functions on behalf of the Consortium, whether such duties and functions have been expressly assigned or are reasonably implied based on his/her expressly assigned duties and functions, will constitute a public employee for the purposes of the Colorado Governmental Immunity Act, including but not limited to C.R.S. § 24-10-110.

5.5.11 Execution of Contracts. Except as otherwise provided by law or in this Agreement, the Board may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Consortium.

5.5.12 Assets Held In Trust. All assets of the Consortium will be held in trust for the purposes stated in this Agreement, including payment of liabilities of the Consortium.

5.6 **Committees.** The Voting Directors may, by written Resolution adopted by a Majority vote, establish such committees as they deem appropriate from time to time. The Resolution establishing a committee shall, at a minimum, state: the name of the committee; the names of the Board member(s), employees, volunteers and/or other individuals, such as citizens or consultants, who will serve on the committee; a detailed statement of the committee's mission/goals, duties and authority; and, the period for which the committee shall be in place. Notwithstanding anything stated in a Resolution establishing a committee, the Board shall have the absolute right by Majority vote to modify any aspect of any committee or to terminate any committee.

## **ARTICLE 6 FISCAL ADMINISTRATION**

The Consortium will be subject to the Local Government Budget Law of Colorado, Part 1 of Article 1, Title 29 of the Colorado Revised Statutes. The provisions of Article 10.5 of Title 11, C.R.S. will apply to all monies of the Consortium.

### **6.1 Initial and Annual Budget.**

6.1.1 Initial Budget. The initial budget for the Consortium, which will take effect on the Effective Date and will continue through December 31 of the Fiscal Year immediately following the Effective Date, is attached to this Agreement as **Exhibit A** ("**Initial Budget**"). Each Establishing Member and Associate Member shall pay its share of the Initial Budget, as set forth therein.

6.1.2 Annual Budget. The Annual Budget for the next Fiscal Year will be adopted by a Majority of the Voting Directors on or before July 1 of each Fiscal Year. The Annual Budget shall set forth the: a) Annual Membership Fee; b) the Per Participant Fee(s); c) the Unaffiliated Participant Fee(s), if any; d) the Fee Schedule (defined below); e) Reserve Fund Contributions, if any; and f) any other fees for Services the Board may establish from time to time. The Annual Budget also shall establish the Advance Deposit, if any, to be made by each Establishing Member and Associate Member.

### **6.2 Payment.**

6.2.1 Annual Membership Fee. Each Establishing Member and Associate Member shall pay its non-refundable Annual Membership Fee within forty-five days of adoption of the Annual Budget.

6.2.2 **Advance Deposit.** If an Advance Deposit is adopted as part of an Annual Budget, each Establishing Member and Associate Member shall pay the Advance Deposit within forty-five days of adoption of the Annual Budget. On or before January 31 of the following year the Consortium shall determine the total amount actually incurred for the Services provided to each Establishing Member and Associate Member during the preceding year relative to the amount of the Advance Deposit, if any. The Consortium shall give credit, if appropriate, for any reimbursement owed an Establishing Member or Associate Member under the applicable Fee Schedule. An Establishing Member and Associate Member that owes additional funds shall pay it within forty-five calendar days of receiving an invoice from the Consortium. An Establishing Member and Associate Member that has overpaid shall receive reimbursement within forty-five calendar days of the Consortium determining such overpayment has occurred.

6.3 **Late Payments.** Any undisputed payment required under this Agreement that is not paid when due will accrue interest in the amount of eight percent (8%) per annum until paid.

6.4 **Annual Audit.** The Consortium's revenues and expenditures shall be subject to an annual audit in accordance with Colorado law, which will be performed by a certified public accountant.

6.5 **Non-Appropriation.** All direct and indirect financial obligations of an Establishing Member or an Associate Member under this Agreement are subject to the annual appropriation of funds by its governing body. No provision of this Agreement will be construed or interpreted: a) to directly or indirectly obligate an Establishing Member or an Associate Member to make any payment in any Fiscal Year in excess of amounts it appropriated for such Fiscal Year; or b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of an Establishing Member or an Associate Member within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

## 6.6 **General Financial Matters.**

6.6.1 **Negotiable Instruments.** All checks, drafts, or other orders for payment of money will be issued in the name of the Consortium, and in such manner as, from time to time, will be determined by the Board.

6.6.2 **Financial Obligations and Debt Not That of Establishing Members.** All financial obligations of the Consortium will not be the debts, liabilities, or obligations of the Establishing Members, unless provided by written consent of the governing body of each of the Establishing Members in compliance with law.

6.6.3 **Financial Support.** The Consortium may receive financial support from any source, including public or private donations, gifts, or grants.

6.6.4 **Compliance with State Laws Related to Deposit and Investment of Consortium Funds.** Under the general oversight of the Treasurer, the Board will ensure all funds

of the Consortium placed in bank deposit accounts, including checking, savings, bank money-market, and certificate of deposit (CD) accounts, comply with the requirements of the Public Deposit Protection Act, C.R.S., §11-10.5-101, *et seq.*, as may be amended. The Board will establish the investment policies of the Consortium funds, which policies will comply with the federal and state constitutional and statutory laws governing the investment of public funds, including but not limited C.R.S., § 24-75-601, *et seq.*, as may be amended. Under the general oversight of the Treasurer, all investments of Consortium funds shall comply with the investment policies established by the Board.

6.6.5 Records Subject to Inspection. All of the Consortium's financial records will be available for inspection by any Establishing Member or Associate Member upon reasonable notice during normal business hours.

## ARTICLE 7 LEASED RESOURCES

An Establishing Member or Associate Member ("***Leasing Member***") may from time to time lease personnel, real property and/or personal property (i.e., fire apparatus, vehicles, equipment, tools, etc.) to the Consortium for a period mutually agreed upon by the parties ("***Leased Resource(s)***"). During the period that a Leasing Member leases a Leased Resource to the Consortium, the Leasing Member shall be entitled to reimbursement in an amount set forth in the Fee Schedule, adopted by the Board each year as part of the Annual Budget ("***Fee Schedule***"). The initial Fee Schedule for Fiscal Year 2017 is attached as ***Exhibit B***. By leasing a Leased Resource to the Consortium, the Leasing Member and the Consortium expressly agree to, and shall be bound by, the terms and conditions set forth in this Article 7.

7.1 **Leased Personnel.** Any employee or volunteer of a Leasing Member shall at all times remain solely the employee or volunteer of the Leasing Member. The Leasing Member shall be solely responsible for all compensation, benefits, withholdings and deductions, hiring/appointing, termination, discipline, and other terms and conditions of employment/volunteerism. The Leasing Member shall be solely responsible for maintaining all benefits required by federal or state law, including unemployment compensation insurance and worker's compensation insurance. Under no circumstances shall the Consortium be considered an employer or appointing organization of a Leasing Member's employees or volunteers. Either the Leasing Member or the Consortium may terminate the lease at any time with respect to all or any of the Leasing Member's employees or volunteers with 10 calendar days prior written notice to the other party.

7.2 **Leased Real Property.** Any real property leased to the Consortium by a Leasing Member shall at all times remain the solely real property of the Leasing Member. The Consortium shall take no action, or allow any action to be taken, that would cause a lien, verified statement of claim, encumbrance or other liability to attach to the leased real property. The Consortium shall at all times maintain property and liability insurance covering the real property leased to it, in the amount established by the Majority vote of the Voting Directors from time to time. The Consortium shall be responsible for any damage caused to real property during the period it is leased to the Consortium. The Leasing Member shall pay for all water, sanitation,



sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to the Consortium's use of the real property. To the extent permitted by law, the Consortium shall hold the Leasing Member harmless and indemnify the Leasing Member from all injury, loss, claims, or damage to any person or property while on the real property, unless caused by the intentional or negligent acts or omissions of the Leasing Member, its employees, volunteers, agents, licensees, or contractors. The Consortium shall make no modifications or improvements to real property leased to it.

7.3 **Leased Personal Property.** All apparatus, vehicles, equipment, tools or other personal property (collectively, "***Personal Property***") leased to the Consortium by a Leasing Member shall at all times remain the sole property of the Leasing Member. The Consortium shall at all times maintain property and liability insurance covering the Personal Property leased to it, in the amount established by the Majority vote of the Voting Directors from time to time. The Consortium shall be responsible for any damage caused to Personal Property during the period it is leased to the Consortium. The Leasing Member shall pay for all fuel, supplies, maintenance and repairs for Personal Property during the period it is leased to the Consortium. To the extent permitted by law, the Consortium shall hold the Leasing Member harmless and indemnify the Leasing Member from all injury, loss, claims, or damage to any person or property arising from or relating to the Consortium's use of the Personal Property, unless caused by the intentional or negligent acts or omissions of the Leasing Member, its employees, volunteers, agents, licensees, or contractors. The Consortium shall make no modifications or improvements to Personal Property leased to it.

## **ARTICLE 8**

### **PARTICIPANTS AND UNAFFILIATED PARTICIPANTS**

8.1 **Participants.** A Participant shall at all times remain the employee or volunteer of his/her Establishing Member, Associate Member or Contracting Agency. Under no circumstances shall a Participant be an employee or volunteer of the Consortium. An Establishing Member, Associate Member or Contracting Agency shall remain solely responsible for all terms and conditions of its Participant's employment/volunteerism, including but not limited to, compensation (including nominal fees), benefits (including workers' compensation and unemployment compensation insurance), hiring/appointing, personnel policies, discipline, termination, etc. An Establishing Member, Associate Member or Contracting Agency shall remain solely responsible for all claims, demands, damages, loss, liability, cost or expense (including reasonable attorneys' fees, costs and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of its Participant.

8.2 **Unaffiliated Participants.** The Voting Directors, by Majority vote, may establish an Unaffiliated Participants program, whereby an Unaffiliated Participant may participate in one or more Services provided by the Consortium. The Voting Directors, by Majority vote, may modify or discontinue the Unaffiliated Participants program at any time in their sole discretion. The Voting Directors, by Majority vote, shall from time to time establish: a) the minimum qualifications, skills and/or experience an individual must possess to participate in the Unaffiliated Participant program; b) the Unaffiliated Participant Fee(s) that will be charged; and, c) such other terms and conditions

for the Unaffiliated Participant program as they deem appropriate. Under no circumstances shall an Unaffiliated Participant be an employee or volunteer of the Consortium.

8.3 **Compliance with Consortium's Policies and Procedures.** Every Participant and Unaffiliated Participant shall be subject to, and shall fully comply with, the policies and procedures established or modified by the Voting Directors from time to time, by Majority vote.

## ARTICLE 9 TERM, TERMINATION AND DISTRIBUTION

### 9.1 **Term, Termination, and Distribution.**

9.1.1 **Term.** The term of this Agreement shall be unlimited, and shall continue until terminated as provided herein.

9.1.2 **Termination.** This Agreement may be terminated at any time by written agreement of all Establishing Members, or all Establishing Members except one, who are an Establishing Member to this Agreement at the time of such termination.

9.1.3 **Distribution or Transfer of Assets Upon Termination.** If this Agreement is terminated pursuant to Section 9.1.2, the Voting Directors by unanimous affirmative vote of all, or one less than all, of the Voting Directors serving on the Board at the time of termination, will determine whether all of the Consortium's tangible and intangible property and assets ("***Assets***") are distributed to the Establishing Members or transferred to a successor entity(ies).

a. **Transfer to Successor Entity(ies).** If the Assets are to be transferred to a successor entity(ies), the Assets will be transferred in such manner as is determined by unanimous affirmative vote of all, or one less than all, of the Voting Directors serving on the Board at the time of termination, subject to any outstanding debts, liens, mortgages, or other pledges of such Assets.

b. **Transfer to Establishing Members.** If the Assets are to be distributed to the Establishing Members, they will be distributed pro rata to each then-Establishing Member as follows:

i. All monies remaining in the General Operating Fund or the Reserve Fund will be distributed equally to each Establishing Member;

ii. Any Personal Property owned by the Consortium shall be sold or, if it has no appreciable value otherwise disposed of, and the proceeds will be distributed equally to each Establishing Member. Each Establishing Member has a first right to purchase some or all of the Personal Property at its fair market value; provided, that if two or more Establishing Members want to buy the same Personal Property and are unable to agree as to which Establishing Member will purchase the Personal Property, the Personal Property shall be sold at fair market

value to a third person or entity, and the proceeds distributed equally to each Establishing Member; and,

iii. Any real property owned by the Consortium shall be sold at fair market value and the proceeds will be distributed equally to each Establishing Member. Each Establishing Member has a first right to purchase some or all of the real property at its fair market value; provided that if two or more Establishing Members want to buy the same real property and are unable to agree as to which Establishing Member will purchase the real property, the real property shall be sold at fair market value to a third person or entity, and the proceeds distributed equally to each Establishing Member.

iv. By Super Majority vote of all Voting Directors serving on the Board at the time of termination, the Board may provide for an alternate disposition of the Consortium's Assets between and among the Establishing Members.

9.1.4 Leased Resources. Leased Resources will revert back to the Leasing Member.

## **ARTICLE 10 MISCELLANEOUS**

10.1 Notices. Except for notice of a special or emergency meeting delivered in person, by facsimile or by electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Member at the address set forth on the signature page(s) attached hereto, unless an Establishing Member or an Associate Member has provided another address to the Consortium.

10.2 No Third Member Beneficiaries. Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not an Establishing Member to this Agreement.

10.3 Amendments. This Agreement may be amended only by a written document approved by formal consent of the governing bodies of all of the Establishing Members at the time of the amendment; provided, however, that such amendment will not affect other obligations outstanding of the Consortium unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

10.4 No Assignment. This Agreement may not be assigned by any Establishing Member.

10.5 Severability. In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid by any court having competent jurisdiction,

the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

10.6 **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Establishing Members, and their past and present directors, officers, council members, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section § 24-10-101, C.R.S., *et seq.*

10.7 **Governing Law, Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie in the District Court for the county in which all of the disputing parties are located. If one or more of the disputing parties are located in different counties, the Establishing Members agree that jurisdiction and venue shall lie in the District Court for Weld County.

10.8 **Waiver of Breach.** An Establishing Member's waiver of another Establishing Member's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Establishing Member.

10.9 **Dispute Resolution.** Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Board for possible resolution. If the Board is unable to resolve the dispute or claim, or if one or more of the Establishing Members to the dispute or claim are not satisfied with the Board's proposed resolution, the dispute or claim shall be submitted to mediation. The Establishing Members to the dispute or claim shall share equally the cost of the mediation, provided that each Member shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the Establishing Members are unable to resolve their dispute or claim through mediation, any Member to the dispute or claim may bring a civil action. Each Establishing Member waives its right to a jury trial.

10.10 **Execution.** This Agreement may be executed in several counterparts, and by facsimile or electronic pdf, each of which will be an original, and all of which together will constitute one in the same instrument.

10.11 **Statutory Amendments.** All statutory references in this Agreement shall include any subsequent statutory amendments or reenactments.

IN WITNESS WHEREOF, the Establishing Members have approved, and caused to be executed, this Agreement.

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

CITY OF BOULDER, a home rule municipality,  
incorporated and existing under the laws of the  
State of Colorado

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

CITY OF GREELEY, a home rule municipality,  
incorporated and existing under the laws of the  
State of Colorado

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

CITY OF LONGMONT, a home rule municipality,  
incorporated and existing under the laws of the  
State of Colorado

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

CITY OF CHEYENNE, a municipal corporation,  
incorporated and existing under the laws of the  
State of Wyoming

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_



**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

CITY OF LARAMIE, a municipal corporation,  
incorporated and existing under the laws of the  
State of Wyoming

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

MOUNTAIN VIEW FIRE PROTECTION  
DISTRICT, a political subdivision of the State of  
Colorado

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

WINDSOR-SEVERANCE FIRE PROTECTION  
DISTRICT, a political subdivision of the State of  
Colorado

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

POUDRE FIRE AUTHORITY, a Colorado public  
entity

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

Approved Draft 6-29-16

**Member Status (check one):** ☐ **Establishing Member**    ☐ **Associate Member**

LOVELAND FIRE RESCUE AUTHORITY, a  
Colorado public entity

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



July 7, 2016

## **Intergovernmental Agreement Establishing the Front Range Fire Consortium**

### **Executive Summary**

The attached Intergovernmental Agreement (IGA) establishes the Front Range Fire Consortium (FRFC) as a separate political subdivision under Colorado law. This new public agency will continue the services of the current FRFC, which has operated as an informal association of 10 fire departments for over 20 years in Northern Colorado, Wyoming and Montana. It will provide the stability and predictability to the governance, administration, funding and planning of FRFC activities that have been difficult to maintain under the present informal association. The new public agency will continue the mission of FRFC, particularly the recruit fire academies. While the operations of the fire academies will remain substantially the same, the financial strategy will change from “donated resources” to a “per-participant” cost and “leased resources.” Two major advantages of forming the new public agency will be the provision of services on a more equitable basis among member agencies and governmental immunity under Colorado law. The new public agency will continue to be called the Front Range Fire Consortium. It will begin operations on January 1, 2017, at which time the prior informal association will no longer exist. **In order to become an establishing member of this new public agency, the governing body of a fire department, district or authority that has been participating in the prior informal association will need to adopt this IGA by mid-November 2016.**

### **Background**

FRFC was formed in 1996 (then known as the Northern Colorado Fire Consortium). It began offering recruit fire academies twice a year in 2000. In addition to these academies, FRFC provided a professional development program for officers and aspiring officers from 1996 to 2009. A new professional development program is planned for 2017.

Collectively, the ten member agencies provide fire protection and emergency services to a population of approximately 850,000, with 825 career firefighters staffing 46 fire stations. Since 2000, 499 recruit firefighters have completed a FRFC academy. This represents 60% of all the current career firefighters in the member agencies. In the foreseeable future, FRFC expects the number of career firefighters in the member agencies to increase to 1,000 staffing over 50 fire

stations. Within this timeframe, the number of recruit firefighters will continue to grow to an average of at least 40 per year.

### **Current Organizational Structure**

FRFC currently is governed by a set of Bylaws and IGA that were last updated in 2006. Key components of these governing documents are:

- Participation is cooperative and voluntary;
- FRFC is not a legal entity;
- Describes membership, current members, new member and termination of membership;
- Defines officers, meetings and quorum;
- Sets an annual membership fee;
- Requires a minimum of one instructor per agency for each academy; and,
- Provides liability, indemnification and hold-harmless clauses.

FRFC currently is funded by an annual \$10,000 membership fee (2016 only, the membership fee for the last several years has been \$5,000) that primarily pays for the direct academy expenses. FRFC also contracts for some administrative services. Financial services are provided by the City of Greeley and legal services by Poudre Fire Authority. Except for direct costs and contracted administrative services, all other fire academy resources are provided by the member agencies as donated personnel, apparatus, equipment and facilities. In the past there has been no ability to match the value received by each member agency, as represented by a per-recruit cost, with the value of the member agency's resources donated to a given fire academy.

Over the years, some member agencies have permanently donated equipment to FRFC for use in the academies, and some equipment has been purchased with FRFC funds. However, as an informal association of fire departments, the current FRFC cannot, and does not, own this property and its legal status is at best unclear. FRFC has no insurance of its own and cannot be liable for any claims of injury or damage to persons or property. The individual member agencies assume all liability for their personnel, equipment and facilities used for FRFC activities. As a separate public agency, FRFC will be able to own equipment and apparatus, employ staff and provide its own insurance.

### **Organizational Structure of the New FRFC**

The new public agency will be governed by a Board of Directors, which will have the powers, authority and limitations set forth in the attached IGA. Among other things, the Board could adopt bylaws and will adopt a number of administrative and operational policies. The new public agency would be subject to the same accountability requirements of any other Colorado local government, including adopting annual budgets, public meetings, public records, etc.

The primary financial strategy for the new public agency is based on creating a closer match between the value of services received by a member agency and the direct and indirect costs it

incurs. Under the new public agency, the fire academies will be funded primarily through a per-recruit cost. A member agency can meet that cost either through a direct payment or through the value of leased resources used in the fire academy. This is called a “per-participant” cost. If the new public agency provides additional services in the future, it is anticipated that the per-participant strategy would apply to new services, as well.

This new financial strategy would continue an annual membership fee to support the administrative costs of the new public agency. The annual membership fee is estimated to be between \$5,000 and \$10,000, and will be established by the Board of Directors of the new public agency as part of its annual budget process.

This new financial strategy will be supported through two operational concepts. The first is “leased resources.” Instead of donating resources to FRFC as is done now, the member agencies would lease their resources to the new public agency. This would maintain the quality of the fire academies by continuing the use of the highly qualified instructors and staff that are the heart of the fire academies. It would also continue the use of member agency training facilities, which provide the varied training environments that are at the core of the FRFC fire academy training philosophy. While the public agency could employ a small administrative staff and directly own some apparatus and equipment, the vast majority of instructional and site resources would continue to come from the member agencies through this leased resources system. Member agencies could choose not to participate in the leased resources system, and pay the full per-participant cost. In addition, the Board of Directors of the new public agency would have the ability to provide academy or other services to non-member agencies at the full per-participant cost or other payment structures.

The second operational concept is a “reimbursement schedule.” As part of its annual budget, the Board will adopt a reimbursement schedule, which will establish the reimbursement rates for leased resources; including hourly rates for leased personnel, and the daily rates for leased apparatus, equipment and facilities. It also would establish the per-participant cost for member agencies that chose not to participate in the “leased resources” program and for non-member agencies. Under this system, some member agencies would pay an additional amount if the value of their leased resources is less than the cost of the per-participant cost for their recruits to participate in a given fire academy. Conversely, some member agencies would receive a reimbursement from the new public agency if the value of their leased resources exceeds the per-participant cost for their recruits to participate in a given fire academy.

Finally, the new public agency will cover the leased resources with its own insurance. As a separate political subdivision of the State, the new public agency also would be protected by government immunity. This is a major advantage of transitioning for the informal association to the more formal public agency.



## Agenda Item Cover

Item No.: 6

Meeting Date: August 31, 2016

Prepared By: Phil Kleisler, City Planner II



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### TITLE

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Consider Approving Fee Waivers for the West Eisenhower Reinvestment Zone

### EXECUTIVE SUMMARY

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At their July 19, 2016 meeting the City of Loveland City Council adopted Resolution #R-66-2016 establishing the West Eisenhower Reinvestment Zone. This two-year program seeks to provide economic assistance for redevelopment along West Eisenhower Boulevard by waiving building permit and capital-related fees, including both capital expansion fees (CEFs) and utility fees, and granting use tax credits. Staff is providing this informational item to the Loveland Fire Rescue Authority to determine if there is interest in establishing a similar program for fire-related fees.

### BACKGROUND

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Earlier this year the Loveland City Council discussed the need to promote redevelopment and business reinvestment on properties along the west Eisenhower corridor. Council requested that a "palette of options" for regulatory relief be developed by City staff. On May 10, 2016, City staff presented several options for regulatory relief to Council. The options were developed to address obstacles to redevelopment identified through interviews in April 2016 with three commercial brokers familiar with west Eisenhower. On July 19, 2016 the Loveland City Council adopted Resolution #R-66-2016 establishing the west Eisenhower Reinvestment Zone generally between Wilson and Taft Avenue. As a result the following fee waivers and tax credits were established within the project area:

Fee/Tax	Reimbursed by General Fund
Building Plan Check and Permit Fees Waived	No
City Use Tax Credit	No
Utility Fees Waived	Yes
Capital Expansion Fees Waived	Yes

This program is set to expire on July 19, 2018 or sooner if the funding cap of \$475,000 is reached. To participate in the program, eligible properties must submit a complete building permit application prior to the deadline or prior to funding being exhausted.

### STAFF RECOMMENDATION

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Approve the fee waivers to encourage redevelopment and safer buildings.

### FINANCIAL/ECONOMIC IMPACTS

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City staff developed a possible scenario for how redevelopment would occur if the program was able to stimulate meaningful development activity. The scenario was then used to predicted impacts on the Authority's budget over the two-year period.

## Agenda Item Cover

Item No.: 6

Meeting Date: August 31, 2016

Prepared By: Phil Kleisler, City Planner II



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### Methodology

**Step 1 – Field Survey:** Following a comprehensive assessment of the 85 properties within the project area, City staff identified fifteen properties as good candidates for redevelopment and two for new development.

**Step 2 – Comparable Projects:** To predict what sort of development would occur on the 17 properties, City staff reviewed several sprinkler and alarm projects recently reviewed.

**Step 3 – Fee Estimate:** Each of the 17 potential development sites were matched with a recent comparable sprinkler and/or alarm project. The fees due for the projects matched to each of the 17 properties were used to estimate total fees due. If 17 properties experience some level of redevelopment or development over the two year period, then the West Eisenhower Reinvestment Zone would be considered a success. The redevelopment scenario used to estimate impacts on the budget is shown in the spreadsheet on Attachment 3.

The total amount waived shown on the spreadsheet is \$4,328. A reasonable estimate of the impact on the budget resulting from waiving fire-related fees within the two year period would be \$4,500.

#### Corridor at a Glance

- All but five of the 85 lots are developed and most are occupied.
- The average building age is 39 years, suggesting that some are nearing their useful life.
- The aging building supply is more prominent on the south side.

### ASSOCIATED STRATEGIC GOALS

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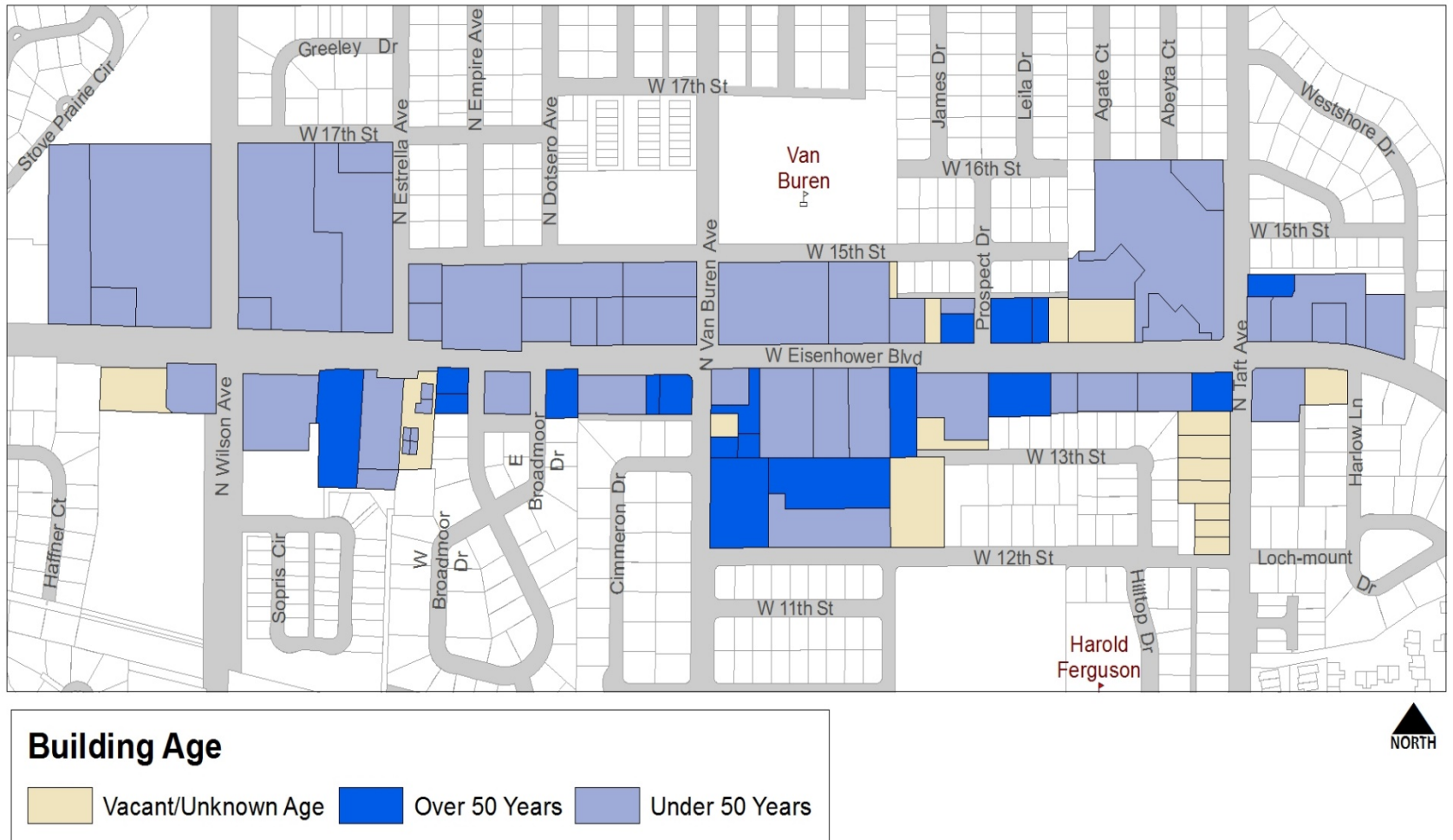
This program does not further specific priorities established in the 2012 Fire Protection/Emergency Services Strategic Plan. However, if successful the program may further the Authority's mission of protecting life and safety by incentivizing redevelopment of structures that are likely not code compliant.

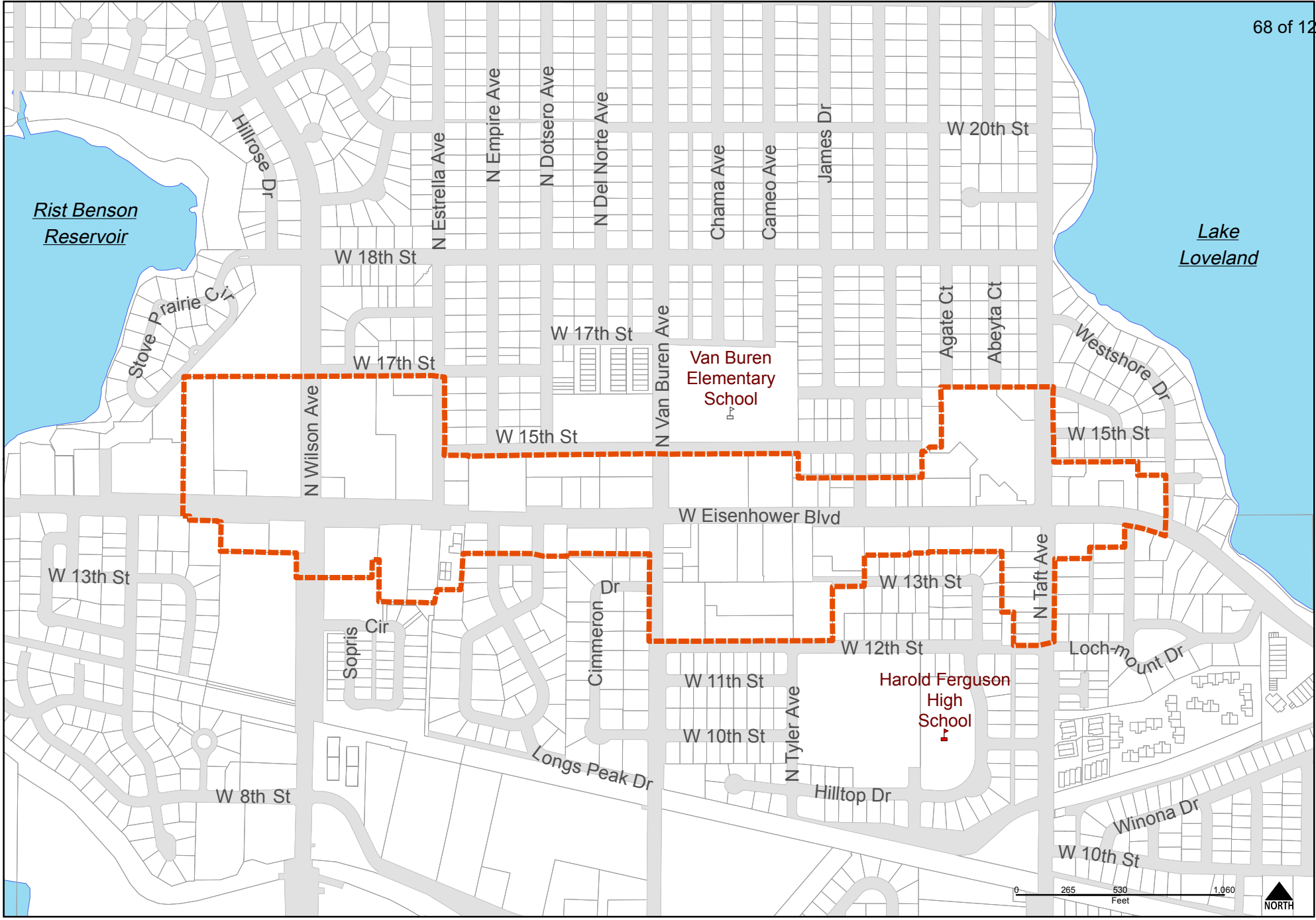
### ATTACHMENTS

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1. Building Age Map
2. West Eisenhower Reinvestment Zone Boundary Map
3. Development Scenario


### Building Age





Document Path: J:\PROJECTS\DevelopmentServices\Regulatory\_Relief\Corridor\_Exhibit\Map.mxd

**Legend**

 Corridor Reinvestment Zone Boundary

# West Eisenhower Boulevard - Corridor Reinvestment Zone

## Exhibit A



### Attachment 3: General Development Scenario

The table below represents a general description of the 17 potential development sites, along with the anticipated fees the Authority would waive under a specific project scenario. Under this program a total of \$4,328 would be waived by the Authority.

Current Business Type	Fire Permit Scenario	Plan Check Fee	Permit Fee	Other Fee	Total Fees
Service Station	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Retail Store	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Retail Shopping Center	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Unimproved	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Pet care	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Retail Shopping Center	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Fast Food (vacant)	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Unimproved	Sprinkler & Alarm	\$172	\$264	\$0	\$436
Specialty Retail	Fire Suppression System	\$109	\$167	\$0	\$276
Restaurant, Retail	Fire Suppression System	\$63	\$97	\$50	\$210
Professional Services	Fire Suppression System	\$39	\$60	\$0	\$99
Service Station	Fire Suppression System	\$39	\$60	\$0	\$99
Restaurant	Fire Suppression System	\$15	\$24	\$0	\$39
Personal Service	Fire Suppression System	\$15	\$24	\$0	\$39
Professional Services	Fire Suppression System	\$15	\$24	\$0	\$39
Single Family	Fire Suppression System	\$15	\$24	\$0	\$39
Single Family	Assembled	--	--	--	--
<b>Total</b>		<b>\$1,254</b>	<b>#1,928</b>	<b>\$50</b>	<b>\$4,328</b>

## Agenda Item Cover

Item No.: 7

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Conduct a Public Hearing and Consider a Resolution Approving the 2017 Consolidated Schedule of Rates, Charges and Fees for Services Provided by the Loveland Fire Rescue Authority

### EXECUTIVE SUMMARY

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The consolidated fee schedule is presented for LFRA Board Consideration. There are a few changes to the fees:

- Fire Protection Systems Permit/Inspections Table: The base fee has been changed from \$23.50 to \$114 for protection systems through the first \$4,000 of valuation associated with cost recovery for permitting and inspections.
- Loveland Rural Fire Protection District Building Permit/Inspections Table: The base fee has been changed from \$97.94 up to \$114 for the first \$25,000 of the construction valuation associated with the cost recovery for permitting and inspections.
- Eliminated the \$125 fee for School Inspections to be consistent with our approach to change a single fee for permitting and inspections.
- Tent & Canopy Permit fee was increase from \$50 to \$75 to better reflect the time invested inspections.
- The reference to minimums was eliminated from a Bonfire Standby and after hours inspections.

### BACKGROUND

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Previously the Board has approved two fee schedules, one for the activity within the City of Loveland city limits and one for activity within the Loveland Rural Fire Protection District. The only difference between the two fee schedules is the addition of a table for Building permits and inspections on new construction, tenant finishes, or remodels in the Rural District fee schedule. That table was previously calculated at 25% of the City's building permit table. The 2017 fee table is proposed to be changed to 20% of the table with a \$114 base permit fee to reflect the LFRA contribution to the overall project plans review, permitting and inspections process. The change from 25% to 20% is related to the LFRA involvement reducing as the City's Building Division become fully staffed. The construction projects within the City limits are charged based on the City's Building Permit schedule and the fees are retained in the City's General Fund.

### STAFF RECOMMENDATION

---

Approve the fee schedule as written.

### FINANCIAL/ECONOMIC IMPACTS

---

The fees will increase for construction projects. A table has been prepared and is attached to show the impact the 2017 proposed fee schedule would have had a sampling of existing projects in an effort to demonstrate the changes if that project would have been submitted in 2017.

## Agenda Item Cover

Item No.: 7

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### ASSOCIATED STRATEGIC GOALS

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Deliver cost effective services.

### ATTACHMENTS

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Proposed 2017 Loveland Fire Rescue Authority Fee Schedule

Impact of Consolidated Fee Schedule

**RESOLUTION #R-069**

**A RESOLUTION APPROVING THE 2017 CONSOLIDATED SCHEDULE OF RATES,  
CHARGES AND FEES FOR SERVICES PROVIDED BY  
THE LOVELAND FIRE RESCUE AUTHORITY**

**WHEREAS**, the Loveland Fire Rescue Authority (“Fire Authority”) is authorized to fix fees, rates and charges for functions, services and facilities provided by the Fire Authority by Section 1.9(f) the terms of the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 (“Formation Agreement”); and

**WHEREAS**, the Fire Authority seeks to adopt a revised schedule of rates, fees and charges for providing services and functions performed by the Fire Authority in 2017; and

**WHEREAS**, Fire Authority staff has presented the Fire Authority Board with a schedule of proposed rates, charges and fees, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (“2017 Loveland Fire Rescue Authority Consolidated Schedule of Rates, Charges and Fees”) ; and

**WHEREAS**, the Fire Authority is consolidating the City of Loveland Fire Fee Schedule and the Loveland Rural Fire Protection District Fee Schedule for customer convenience and administrative efficiency; and

**WHEREAS**, the Fire Authority supports the community philosophy that development should pay its own way and in an effort to prevent existing taxpayers from subsidizing growth; and

**WHEREAS**, the Fire Authority endeavors to improve cost recovery for services where there is a direct relationship between service provided and the benefit received.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOVELAND  
FIRE RESCUE AUTHORITY, STATE OF COLORADO, AS FOLLOWS:**

**Section 1.** That the 2017 Consolidated Schedule of Rates, Charges and Fees, attached hereto as Exhibit A, is hereby approved and adopted for services provided by the Loveland Fire Authority and shall apply to all services and functions provided by the Fire Authority on or after January 1, 2017.

**Section 2.** That this Resolution shall supersede in all respects all previous resolutions of the Fire Authority which set the rates, charges and fees now being set, for all services and functions provided by the Fire Authority on or after January 1, 2017.

**Section 3.** That notwithstanding the foregoing, the rates, charges and fees set in 2016 shall continue in full force and effect from the date of this Resolution until they are superseded on January 1, 2017 as provided for herein.



**Section 4.** That this Resolution shall take effect as of the date of its approval and adoption.

APPROVED AND ADOPTED this 31st day of August, 2016.

ATTEST:

\_\_\_\_\_  
Jeffrey M. Swanty, Chairperson

\_\_\_\_\_  
Secretary

# 2017 Loveland Fire Rescue Authority Consolidated Schedule of Rates, Charges, and Fees <sup>128</sup>

Description	2017 Fee
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## **Fire Protection Systems Permit/Inspections and Plan Review Fees:**

\$1 to \$4,000	\$114.00
\$4,001 to \$25,000, for the first \$4,000	\$114.00
Plus, for each additional \$1,000 or fraction thereof	\$14.00
\$25,001 to \$50,000, for the first \$25,000	\$394.00
Plus, for each additional \$1,000 or fraction thereof	\$10.10
\$50,001 to \$100,000, for the first \$50,000	\$646.50
Plus for each additional \$1,000 or fraction thereof	\$7.00
\$100,001 to \$500,000, for the first \$100,000	\$996.50
Plus for each additional \$1,000 or fraction thereof	\$5.60
\$500,001 to \$1,000,000, for the first \$500,000	\$3,236.50
Plus for each additional \$1,000 or fraction thereof	\$4.75
\$1,000,001 and up, for the first \$1,000,000	\$5,611.50
Plus for each additional \$1,000 or fraction thereof	\$3.65
Plan Review Fees are in addition to the Permits Fee and is 65% of the Permit Fee	65% of Permit Fee
Inside the City: City of Loveland Use Tax and Larimer County Tax, percentage on 1/2 of valuation	3.65%

## **Loveland Rural Fire Protection District Building Permit/Inspection Fees and Plan Review Fees:**

\$1 to \$4,000	\$114.00
\$4,001 to \$25,000, for the first \$4,000	\$114.00
Plus, for each additional \$1,000 or fraction thereof	\$2.80
\$25,001 to \$50,000, for the first \$25,000	\$114.00
Plus, for each additional \$1,000 or fraction thereof	\$2.02
\$50,001 to \$100,000, for the first \$50,000	\$129.30
Plus for each additional \$1,000 or fraction thereof	\$1.40
\$100,001 to \$500,000, for the first \$100,000	\$199.30
Plus for each additional \$1,000 or fraction thereof	\$1.12
\$500,001 to \$1,000,000, for the first \$500,000	\$647.30
Plus for each additional \$1,000 or fraction thereof	\$0.95
\$1,000,001 and up, for the first \$1,000,000	\$1,122.30
Plus for each additional \$1,000 or fraction thereof	\$0.73
Plan Review Fees are in addition to the Permits Fee and is 65% of the Permit Fee	65% of Permit Fee

# 2017 Loveland Fire Rescue Authority Consolidated Schedule of Rates, Charges, and Fees Page 128

Description	2017 Fee
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## **After Hours Inspection (minimum 2 hours):**

Per Inspection per hour (Applicable to any inspection before or after normal business hours of 7 AM - 4 PM, Monday - Friday or any time on weekends.	\$75/hr
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## **Reinspection Fee** (for the third inspection for the same purpose and every inspection thereafter)

**\$75.00**

## **Fire Operational Permit Fees - Hazardous Processes, Conditions or Locations:**

Liquefied Propane Gas (LPG) Portable Tank Exchange System per 36 cylinders	\$100.00
Liquefied Propane Gas (LPG) Bulk Storage Dispensing	\$100.00
Spraying or Dipping Operations	\$100.00
Compressed Gas Facilities, small - single tank dispensing	\$100.00
Compressed Gas Facilities, large - bulk facilities	\$100.00
Explosive or Blasting Permit	\$100.00
Fireworks Retail & Wholesale Sales Permit	\$1,500.00
Fireworks Display Permit	\$200.00
Flammable or Combustible Liquid Tank Removal, per tank	\$100.00
Hazardous Materials Storage/Dispensing/Production	\$100.00
High-Piled Combustible Storage Permit	\$100.00
Hot-Work Operations and Cutting Permit	\$50.00
Cryogenic Fluid Facility	\$100.00

## **Fire Special Permit Fees:**

Open Burning Permit (Larimer County issues the permit)	\$0.00
Special Event Fee - small	\$100.00
Special Event Fee - large	\$200.00
Standby Event Coverage, per hour, per person required	\$42.00
Report Fee	\$5-15.00
Record Retrieval ( <i>one hour minimum</i> ), per hour	\$35.00
School Inspection Fee	\$0.00
<b>School Building Plan Review (changed to be consistent with the State)</b>	<b>Valuation times .000640, minimum \$350</b>
Tent & Canopy Permit	\$75.00
Bonfire Standby, per event	\$350.00
Haunted House/Maze Permit	\$100.00

# 2017 Loveland Fire Rescue Authority Consolidated Schedule of Rates, Charges, and Fees Page 128

Description	2017 Fee
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<b><u>Special Events Fee:</u></b>	
Per Firefighter, per hour	\$42.00

<b><u>Records Fees:</u></b>	
Research, Retrieval, Redaction, Creation	\$35.00 per hour, minimum of one quarter hour and charged in 15 minute increments. Plus copy, postage/shipping, media or other applicable fee
CD/Media	\$15.00 per disc or media device
Copies-8.5x 11 Paper, faxed or scanned	.15 per page
Copies-Mylar	\$6.00
Postage/shipping	Actual cost
Oversized maps and documents	Actual cost
Certified copies	\$2.00 plus per page copy cost

Impact of Consolidated Fee Schedule

Size/Scope of the Project	Within City Limits				Within the Rural District			
	<u>2016 Current Fees</u>	<u>2017 Proposed Fees</u>	<u>Difference</u>	<u>% Change</u>	<u>2016 Current Fees</u>	<u>2017 Proposed Fees</u>	<u>Difference</u>	<u>% Change</u>
Commercial: Alarm								
Retail - \$4,065	\$183.56	\$211.20	\$27.64	15.06%	\$183.56	\$211.20	\$27.64	15.06%
Retail - \$28,000	\$696.38	\$700.09	\$3.71	0.533%	\$696.38	\$700.09	\$3.71	0.533%
Commercial: Sprinkler								
Warehouse Building - \$105,000	\$1,685.89	\$1,690.42	\$4.53	0.269%	\$1,685.89	\$1,690.42	\$4.53	0.269%
Commercial: Building Permit Square Feet (* See Footnote)								
Events Center - \$30,000 6,587	\$729.71	\$733.43	\$3.72	0.51%	\$172.00	\$204.76	\$32.76	19.045%
Garage Storage Building - \$355,000 3,740	\$3,995.89	\$4,000.42	\$4.53	0.1133%	\$704.45	\$800.08	\$95.63	13.575%
Big Box - \$18,820,880 254,091	\$116,581.41	\$116,585.95	\$4.54	0.0039%	\$16,863.04	\$23,317.19	\$6,454.15	38.274%
*All of the "Within the City Limits" commercial building permit fees are collected and retained by the City								

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### TITLE

Conduct a Public Hearing and Consider a Resolution Adopting the Loveland Fire Rescue Authority 2017 Budget

### EXECUTIVE SUMMARY

A \$14.2 million operating budget and a \$1.7 million fleet replacement budget is hereby submitted to the Loveland Fire Rescue Authority Board.

This is the sixth annual Loveland Fire Rescue Authority budget submittal. Consistent with the strategic plan, the budget focuses on ensuring the right people with the right equipment to protect lives and property are doing that in a cost effective manner. It prioritizes employee retention, staff development, as well as equipment maintenance and replacement. The \$14,231,904 budget includes \$14,099,405 to continue to provide the same level of service as is being provided in 2016 and includes a supplemental request of \$132,499 to convert 12 part time firefighters to 5 full time firefighters.

#### **Vision:**

Good to great, built to last

#### **Values:**

Commitment, Compassion, Courage (3 C's)

#### **Organizational Mission:**

Protect life and property focusing on response, readiness, relationships and resources (4 R's).

#### **Strategic Plan Goals:**

1. Deploy an effective emergency response to minimize damage and loss by:
  - Deploying the appropriate incident-specific resources; and
  - Executing a skilled response.
2. Minimize and mitigate the risks of an emergency occurrence in the community by:
  - Adopting and reinforcing fire codes that enhance safety in the built environment and assist with the effective response in the case of an emergency;
  - Building and reinforcing public awareness to reduce the probability of an incident; and
  - Integrating a community-wide emergency preparedness program for natural or man-made disasters.
3. Deliver cost effective services by:
  - Using data-driven analysis to align the investment of LFRA resources and operational performance with mission and goals of the strategic plan;
  - Maintaining a long term planning horizon to manage risk and ensure organizational adaptability; and
  - Fostering an organizational culture that builds cohesive, high performance teams.



The 2017 proposed operating base budget is:

- \$598,615 below the City's established target for the core/base budget.
- \$296,891 below the Ten Year Financial Plan figure for 2017 presented with the 2016 budget adoption adjusted for expenditure increases that LFRA cannot control (i.e., employee benefits, vehicle maintenance) and expenditures that have matching revenues also added to the budget (i.e. pension administration and Big Thompson Canyon operating expenditures).

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- \$231,353 over the Ten Year Financial Plan figure for 2017 presented with the 2016 budget adoption with no adjustments for expenditure beyond the control of LFRA.
- \$55,573 additional revenue is projected to be collected in 2017 compared to the revenue Ten Year Financial Plan figure for 2017 that assists in offsetting additional expenditures.

There has been a considerable effort invested in proposing a conservative budget, while maintaining our commitment to delivery of excellent fire rescue services to the greater Loveland community and investing in the employees that make the level of service delivery possible. The most substantial challenge for the status quo budget is allocating additional resources to the cost of employee benefit insurance, specifically medical insurance. As a result, there will be little to no flexibility to address the unexpected things that tend to happen in the fire rescue industry due to the unpredictable, high intensity environment of expected performance to minimize damage and loss in the community. That being said, we are confident we can maintain the status quo and continue to use creativity and innovation to meet the needs of the community.

The LFRA Fleet Replacement Fund Budget is being established for the first time in 2017. The next step in the Fire Authority maturation process was addressing the ownership of equipment and stations. In 2016, the LFRA Board determined that facility ownership would be retained by each governing partner, and the facilities would be leased to LFRA for \$1 a year. They also decided that all equipment with a few exceptions (IT equipment, the mobile command unit, and the ARFF equipment) would be transferred over to LFRA in an omnibus bill of sale signed by each governing partner.

The small equipment inventories have been used since 2012 to create a replacement plan for that equipment. The rolling stock was being handled by the City of Loveland. Annual contributions has been made since 2007 (Fire Department from 2007-2011 and LFRA from 2012-2016) toward the replacement of some of city owned apparatus. The net balance (fire contributions made plus interest earned on the portion of the



accumulated balances related to fire less replacements) is being contributed to the LFRA Fleet Replacement Fund. The Rural District is contributing payments over ten years for the immediate replacement of \$1.5 million of Rural District owned equipment (interest based on portfolio interest rate for the previous year). The LFRA Replacement Fund expenditures are being appropriated to include the \$1.5 million (three water tenders and a type three engine) and then the \$196,400 scheduled replacements for 2017 (four support vehicles). A ten year plan has been developed for this fund with a substantially longer annual contribution plan for scheduled rolling stock replacements.

There is considerable work that remains in the budget process between August and October.

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The budget review by the LFRA Board Subcommittee on July 11, 2016 and a second time on August 10, 2016; with representation from the City, the Rural District and the Fire Rescue Advisory Board; was the first step in the governing official's consideration of the budget. This year the budget subcommittee met twice to discuss strategies for ensuring the employees have quality benefit insurance (medical-including a health clinic, dental, visions, life, and disability) for a reasonable price from both the perspective of the employee and the employer contributions required. The public involvement will begin on August 31, 2016 at the LFRA Board public hearing. It will also be reviewed by the Fire Rescue Authority Advisory Commission (citizen board). The City's Finance Advisory Commission (citizen commission) will review the City budget (including the contribution to LFRA) in September. The City of Loveland City Council will review the City budget (including the contribution to LFRA) at the September 13, 2016 study session, October 18, 2016 at the first reading of the budget ordinance and public hearing, and November 15, 2016 at the second reading. The City Council also formally considers approval of the LFRA budget by resolution at the October 18 city council meeting. Loveland Rural Fire Protection District Board will consider approval of the LFRA budget at their meeting on October 5, 2016. If both the City and the Rural District approve the LFRA and appropriate budgets with the LFRA contributions included, then the LFRA budget will be effective January 1, 2017.

## BACKGROUND

The \$14.2 million budget submitted is intended to continue the same level of service, as well as convert the twelve part time firefighters to five full time firefighters. The proposed budget includes 91 full time employees (including the proposed conversion of 5 additional firefighters converted from part time and a human resources position that creates a savings of \$43,832 by eliminating the city allocation) and a part time fire permit reviewer that equates in hours to a .1 full time employee. In 2017 LFRA will have 91.1 full time equivalent employees.

This cover memorandum shall be considered the Budget Message for the Loveland Fire Rescue Authority. As such there are some items required by Colorado Revised Statute 29-1 "Local Government Budget Law of Colorado" that are included in this document.

While LFRA is required to adopt an annual budget, the budget is presented in its entirety in the Fire Authority Fund presentation of the "City of Loveland, Colorado Budget" and therefore a separate budget document is not required. Accounting and budgeting for this fund are on the modified accrual basis. Modified accrual basis means that "revenue and other financing sources are due and available and when obligations or liabilities are incurred for expenditures and other financing uses, except for certain stated items such as, but not limited to, prepaid expenditures, inventories of consumable goods, and interest payable in future fiscal years".



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All proposed LFRA revenues and expenditures are included in the budget; and LFRA is not a party to any lease purchase agreements. The Fire Authority Fund was designed to carry a zero fund balance because the partner contributions are based on the percentage contribution of the net expenditures from 2012 -2016. By the nature of the agreement, revenues are always equal to expenditures. During the year one month of partner contributions are held in the fund for cash flow management. This cash flow advance is netted out of the December contribution. Each partner organization is responsible for holding in their fund balance 15% of their contribution for the year in reserve. The intergovernmental agreement was revised in 2016 to provide that the governing partners starting in 2017 will make their contributions based on the budget. Therefore, a fund balance will accumulate if revenues exceed the budget and/or the expenditures are less than the budget. Also in 2017 the LFRA will assume ownership of all equipment and apparatus. Therefore, a Fleet Replacement Fund has been budgeted for the first time in 2017. The money that has been accumulated in the City of Loveland Fleet Replacement for fire rescue fleet replacement will be transferred to the LFRA Fleet Replacement Fund to start the fund, the LFRA General Fund will transfer annually to the LFRA Fleet Replacement Fund based on a replacement schedule, and the Loveland Rural Fire Protection District will contribute \$1.5 million plus interest over ten years to replace three water tenders and an engine.

A wide variety of services are provided by the Loveland Fire Rescue Authority. Fire Operations in the budget summaries attached relate to three program categories including Station Operations and Training, Technical Response and Systems, and Equipment Maintenance and Replacement. This division performs all fire emergency response, life threatening medical emergency response, aircraft, hazmat, motor vehicle accidents, rope rescue,



dive rescue, confined space rescue, and other related incidents that require technical expertise. Community Safety includes program categories for public education and outreach, business safety visits, fire investigation, and fire code enforcement through plan review and facility inspections. The Administration Division includes two programs: Emergency Management and LFRA Administration. Emergency Management involves disaster preparedness, operations of the emergency operations center, disaster recovery, and community risk assessment and mitigation, organizational and community training, and coordinates emergency plan development for the entire service area. Administration coordinates all the

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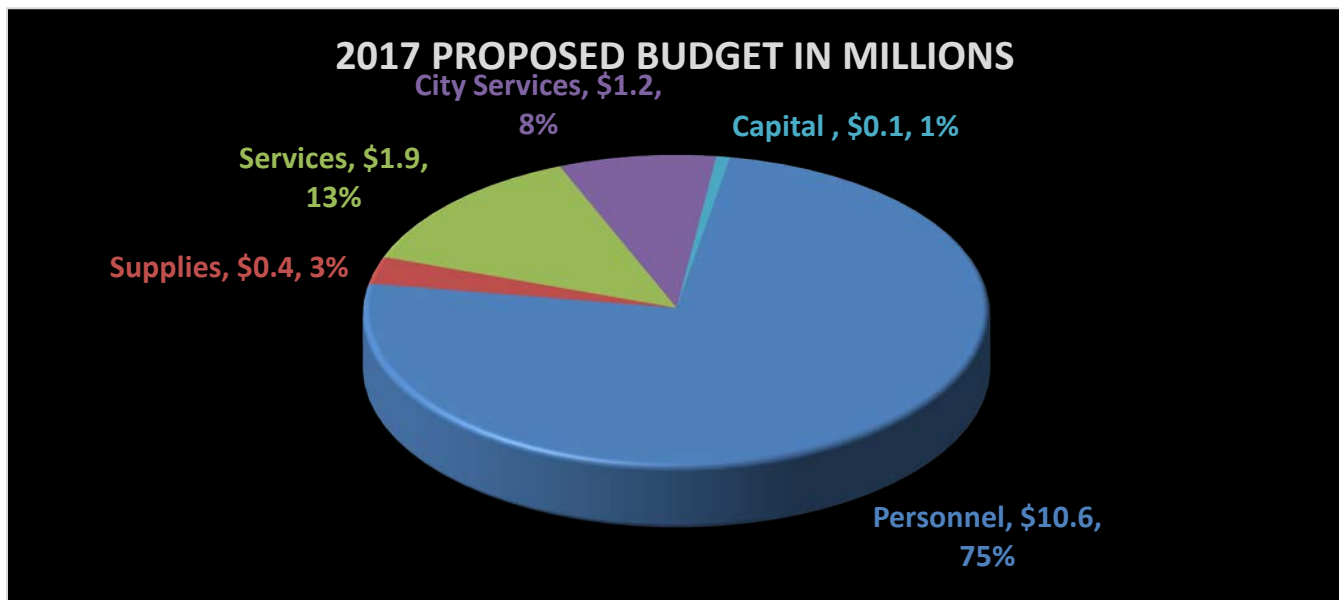
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business needs of the Authority including strategic planning, budget administration, financial planning, boards and commissions support, and managing the resources of the Authority.

### Revenues

The Fire Authority is projected to generate \$287,934 through permitting/inspections, fireworks stand reviews, contractor licenses, and reimbursement for incident responses outside of our response area. This revenue is subtracted from the total expenditure budget. The City contributes 82% and the Rural District contributes 18% of the remaining expenditure budget. The actual partner contributions throughout the year have been made based on actual revenue and expenditures (2012-2016); however, the intergovernmental agreement is being revised to make those contributions made based on the budgeted revenue and expenditures. This change simplifies the contribution making the cash commitment from the governing partners more even monthly for cash flow management, streamlines the administrative support (billing the governing partners monthly, create manual journal entries, and reconcile contributions annually), and retains resources committed by the governing partners to fire rescue services in the LFRA operations fund.

### Expenditures



*Personnel (Salaries and Benefits, 75% of the total budget) \$10,575,600*

This category of accounts includes base salaries, merit increases equivalent to 3.5% of the salaries budget to distribute to employees based on performance and overtime. It also includes:

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- \$116,379 for the net salary and benefits for the conversion of part time firefighters to full time;
- the cost of payroll taxes (\$164,345);
- premiums for medical, dental, life, and disability insurance (an allocated share of the cost a broker to administer the benefits, stop gap premiums for extraordinary claims, an estimation of claims that will be paid and the reserves required to meet the estimate of the claims not yet reported) and the insurance costs for the part time firefighter conversion (\$1,790,737);
- pension contributions (\$762,991; 11% of salaries for firefighters and 5% for administrative staff),
- Heart and Circulatory Trust Premium (\$10,850)
- Volunteer and Part Time Firefighter Accident and Sickness Policy (\$6,935)
- Old Hire and Volunteer Pension Contributions (\$101,480)

### *Supplies (3% of the total budget) \$425,451*

These accounts are used to account for supplies, equipment and furniture under \$5,000 per unit. It includes everything from uniforms and office supplies to building repair supplies. \$16,120 is budgeted in this category for the part time conversion (radio earpieces and second sets of bunker gear).

### *Services (21% of the total budget) \$3,051,703*

These accounts include all utilities, property and liability insurance, training, peer support psychologist, EMS physician advisor, tuition reimbursement, vehicle maintenance, other minor repair and maintenance services, and the vehicle replacement fund contribution. (\$1,874,410, 13% of the total budget)

It also includes the cost of Administrative Services provided by the City: Dispatch, Facilities, Information Technology, Human Resources, and Finance. Each allocation is based on a reasonable assumption for the dedication of resources to the Fire Service compared to the City as a whole. (\$1,177,293, 8% of the total budget)

### *Capital (1% of the total budget) \$179,150*

Equipment that costs \$5,000 or more per unit is included in this category of accounts. The dollars allocated for 2017 are dedicated to the replacement of basic operational equipment including: \$114,926 radio replacement, \$43,724 for rescue tool replacement, \$10,000 in station equipment replacement, and \$10,500 for thermal imaging camera replacement. All equipment is based on an

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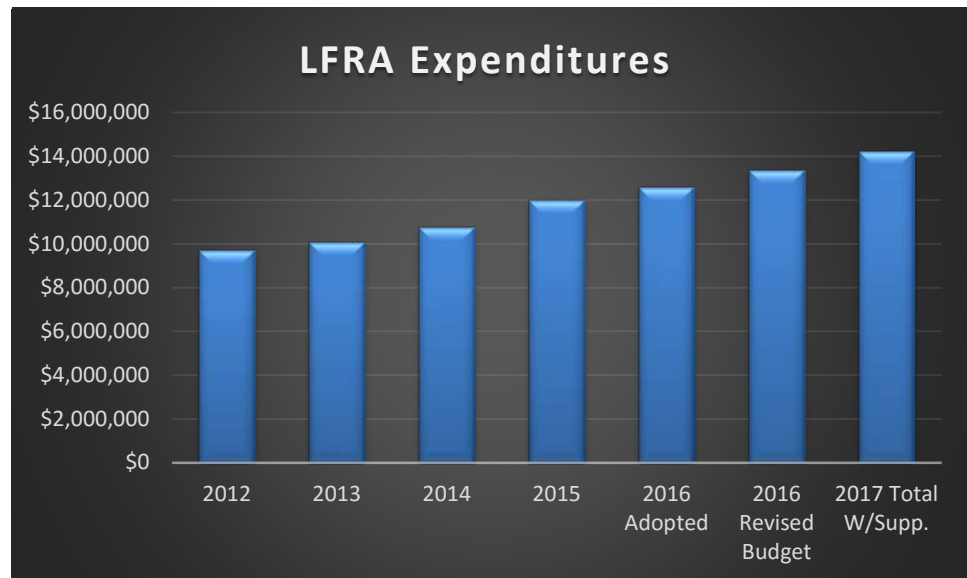
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inventory with planned replacements that are directly linked to the ten year financial plan at the program level.

The total budget for 2017, \$14,231,904 increases \$1,633,167 or 13% above the 2016 originally adopted budget. Proposed changes are primarily related to personnel expenditures, \$1,424,278 or 88% of the total changes. These changes include \$268,939 to award merit based raises to existing employees that is equivalent to 3.5% of the total salaries budget, which includes the corresponding increase to the



overtime and retirement amounts budgeted. The employee insurance costs have been included in the budget at a 76% increase over the 2016 budget for this purpose or an additional \$725,634. The budget also includes \$95,758 for phase II of an approved rank compression adjustment to salaries (plus the related impact to overtime and retirement). For the past two years lump sum raises based on performance have been awarded to some employees at lower ranks to prevent their base pay from exceeding the salaries paid at a higher rank. This has occurred due to the longevity within the lower rank and upward adjustment to the pay ranges without sufficient funding for corresponding salary increases for employees within the range to keep employees at their same relative position within the new range. The two phase adjustment strategy was approved in 2015 for the 2016 and the 2017 budgets.

Other increases to the proposed base budget include: vehicle maintenance, and outside legal services. Outside legal services have been budgeted at \$75,000, \$45,000 more than the originally adopted budget in 2016. Two new programs have been added to the budget with 100% of the cost matched with additional revenue: \$45,000 for the pension administration program (previously included in the City's Employee Benefits Fund) and \$56,069 for the Big Thompson Canyon Station Budgets (previously in the Loveland Rural Fire Protection District's budget). Other base budget revisions are documented in the presentation attachment. The 2016 supplemental budget request, \$132,499, increases the budget an additional 0.8% for a total 13.0% increase over the 2016 originally adopted budget.

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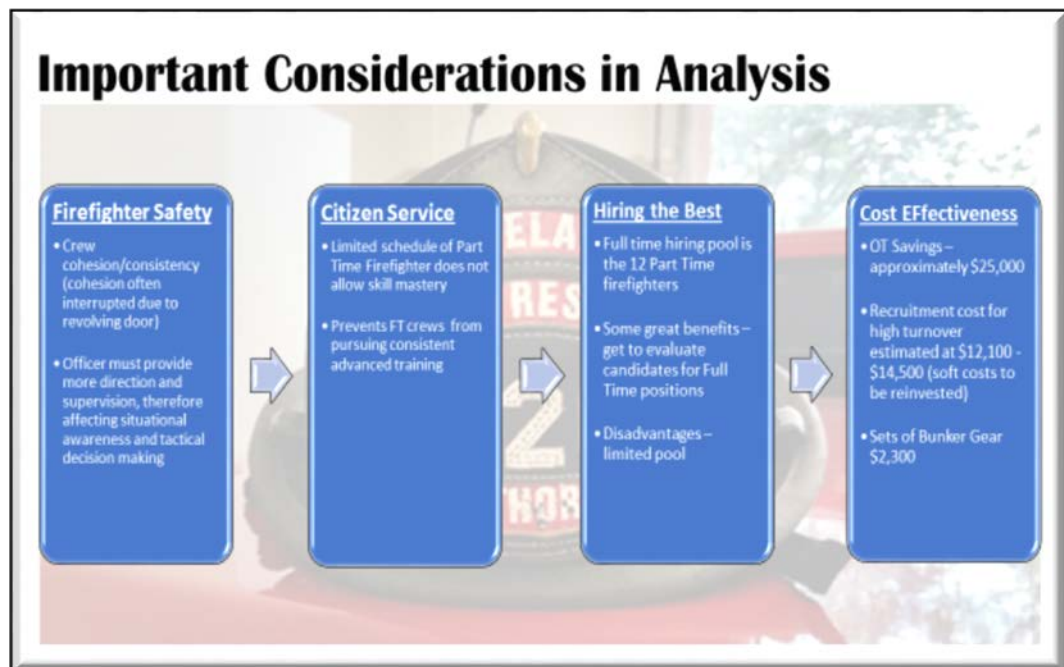
### Supplemental Requests

Service enhancements, new positions, or new equipment are submitted in the budget process as “supplemental requests”. In 2017, there is only one supplemental request for converting 12 part time firefighters to 5 full time firefighters. The costs associated with that request are included in the total proposed budget. The following supplemental request was included for consideration.

#### *Part Time Firefighter Conversion*

The part time firefighter program was begun using a SAFER (Staffing for Adequate Fire and Emergency Response) grant. The Strategic plan (page 36 & 37) indicated that the three tiered staffing model had challenges that would have to be analyzed over time associated with part time challenges with developing Knowledge, Skills and Abilities (KSAs) that can only be refined with experience. The plan recommended that a staff plan analysis be conducted within three to five years of the Strategic Plan adoption in 2012. The analysis has been conducted in 2016. LFRA is experiencing significant turnover related to part time firefighters getting full time positions, many with LFRA, some with other organizations.

The LFRA Board and the executive staff began discussions on the topic of the high turnover of part time firefighters at the December 2015 planning retreat and have analyzed options associated with addressing the conversion over three additional board meetings. Several significant challenges are



associated with extremely high turnover that is being experienced at the part time firefighter ranks.

- Time invested in assessment centers for the hiring process
- Overtime to cover vacancies
- Excessive investment in entry level training



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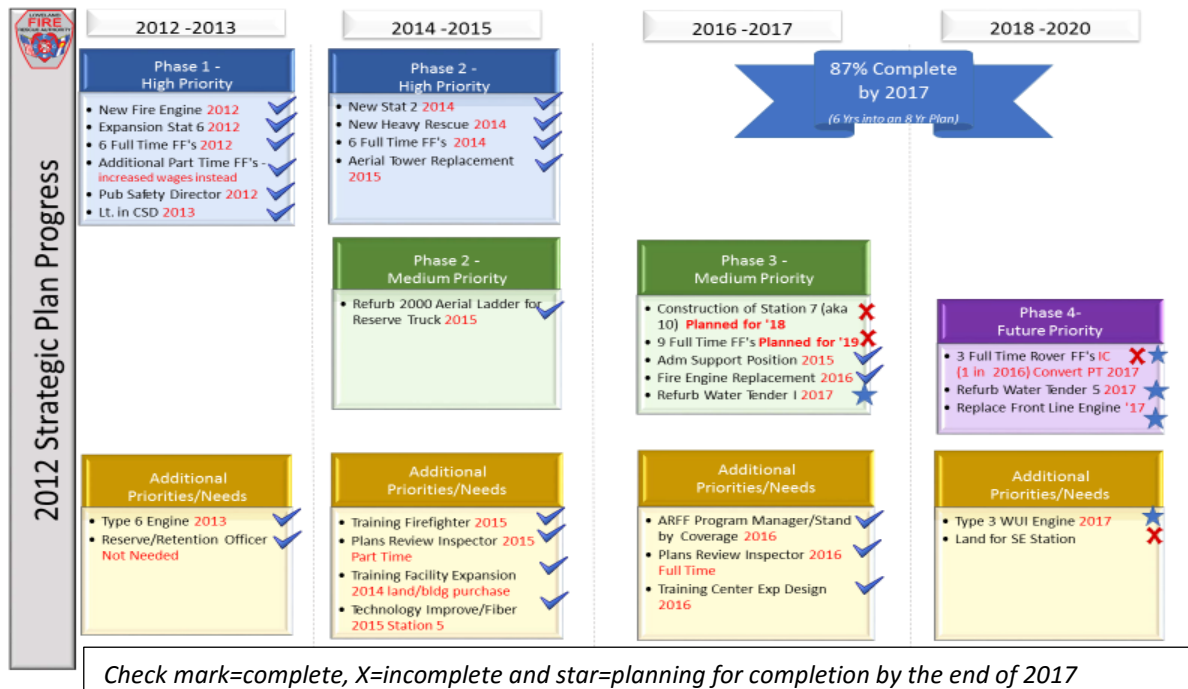
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- Existing crews skills stagnate due to the lack of time for advanced training
- Bunker gear is sized to the individual – some gear doesn't fit the replacement
- Crew cohesion and continuity is compromised
- Difficulty with developing skill mastery on a part time schedule
- Dangerous job that requires utilizing situational awareness and safe response habits

The part time conversion is considered a key implementation of strategic initiatives.

### Status of the Strategic Plan Achievements

Phase III of the Basic Services Model in the Strategic Plan adopted by the Board to deliver on a governance partnership between the City of Loveland and the Loveland Rural Fire Protection District is substantially complete through 2016. The proposed budget resources are consistent with this plan and enable the organization to plan for the implementation of Phase III and IV. At the close of 2017 it is expected that 87% of an 8 year plan will be complete in 6 years.



### Capital Improvements

The City's budget process also includes the appropriation of capital improvements money in the City's General Fund and the Fire Capital Expansion Fee Fund. The City's Capital Improvement Plan has been

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completed and presented to City Council in a study session. The LFRA capital improvements requests and their funding status are listed in the table that follows.

Request Description-Funding Status	2017	2018	2019	2023
<b>Engine Replacements</b> (Engine 2 in '17)	\$684,920			
<b>Station 7</b> (west station in Rural District along W HWY 34 in the general vicinity of Glade Road) 9,000 sq ft, 3 bay, single company house--with a 50% contribution from the Rural District, which has not been officially negotiated		\$3,079,500	\$400,000	
<b>Training Center Improvements</b> (new tower -- actual improvements to be designed this year) Requested construction in 2016, but there was no funding available so we had to move it out to '17 & '18	\$1,391,220	\$1,391,220		
<b>Station 10</b> 12,000 sq ft station in the SE portion of our response area, including new apparatus: engine, tender and brush unit; single company house --with a 50% contribution from the Rural District, which has not been officially negotiated				\$5,674,700

There are three **sources of revenue** for these projects: Fire Capital Expansion Fees, Tabor Excess Revenue, and Loveland Rural Fire Protection District contributions.

- Fire Capital Expansion Fees (CEFs) are fees the City collects from builders and developers on each construction permit (charged on certificate of occupancy permit—last permit issued for a project) for the impact of growth on the City's infrastructure (buildings, streets, water lines, sewer lines, power lines, parks, trails, open space etc..). The City has programmed CEF's for 47% of Station 7 project, 21% of the Training Center Improvements project, and 50% of Station 10.
- The Tabor excess revenue is the revenue collected in excess of the revenue growth limit established by the Tabor Amendment to the State Constitution passed in the 1990's by the voters. The City of Loveland citizens have on two or three occasions voted to allow the City to retain that revenue; however, the use is currently limited to use for Fire, Police, Parks and Streets. That money is tracked separately and over the last two years has grown in total to around \$23 million. This is considered "one-time" money because the calculation of excess revenue is done annually and fluctuates every year. Some years there are no excess revenues, which was certainly the case during the recession. As one time revenue, it is best matched with one time expenditures, (like apparatus purchases or construction). The Tabor Excess Revenue has been programmed for 100% of the Engine replacements, 3% of Station 7, and 79% of the training center improvements.

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The process for securing funding in 2017 and over the next ten years is a complicated but achievable venture. The Loveland Rural Fire Protection District ten year plan has been updated based on this proposed budget. During the 2012 mill levy increase campaign it was shared that the Rural District would need an increase in the mill level mandatory in 2016, after the election it was deferred to 2018, and now based on projected growth it may not be necessary for operations. A capital mill levy however is expected to be necessary for the contribution to new station construction. The successful implementation of this partnership has been a vision of the LFRA Board and the dedicated, hard work continues for an enduring organization.

### STAFF RECOMMENDATION

---

Adopt the 2017 Recommended Budget as presented.

### FINANCIAL/ECONOMIC IMPACTS

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This action sets the budgetary authorization to make requests for contributions from partner organizations enabling the Fire Chief to administer all programs and services provided by the Loveland Fire Rescue Authority.

### ASSOCIATED STRATEGIC GOALS

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This budget is critical to delivering on the three primary goals outlined in the Strategic Plan:

- Deploy an effective emergency response to minimize damage and losses;
- Minimize and mitigate the risks of an emergency occurrence in the community; and
- Deliver cost effective services.

LFRA would like to be recognized by the community of Loveland and those in the fire service community as a model of excellence in providing fire protection and emergency services in the most cost-effective manner, an organization moving from good to great and built to last.

### ATTACHMENTS

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Resolution (includes Budget Summaries for the LFRA General Fund and Fleet Replacement Fund)  
 Ten Year Financial Plan (Revised to include the Supplemental Requests and the Station 10 operations impact)  
 Rural District Ten Year Financial Plan  
 Presentation Slides



**RESOLUTION NO. R-070**

**A RESOLUTION ADOPTING A BUDGET REGARDING THE APPROPRIATION OF MONEYS TO AND THE EXPENDITURE OF MONEYS FROM THE GENERAL FUND AND FLEET REPLACEMENT FUND FOR THE LOVELAND FIRE RESCUE AUTHORITY, STATE OF COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2017 AND ENDING ON THE LAST DAY OF DECEMBER 2017**

WHEREAS, the Loveland Fire Rescue Authority ("**Authority**") is a governmental entity of the State of Colorado, established by contract between the City of Loveland ("**City**") and the Loveland Rural Fire Protection District ("**Rural District**") pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 ("**Establishing IGA**");

WHEREAS, the Authority Board authorized its administrative staff to prepare and submit a proposed 2017 Budget reflecting the appropriations of moneys to and expenditures of moneys from the General Fund and the Fleet Replacement Fund;

WHEREAS, a proposed 2017 Budget has been submitted to the Authority Board for its consideration. A summary of the 2017 Budget is attached to this Resolution;

WHEREAS, pursuant to Section 4.1 of the Establishing IGA, the 2017 Budget also must be submitted to the City Council and Rural District Board of Directors for their consideration, and shall become effective only after approval of both the City Council and Rural District Board of Directors;

WHEREAS, it is the Authority Board's understanding that, as part of the City's 2017 budget, the City will appropriate funds for the City's 2017 funding contribution to the Authority;

WHEREAS, it is the Authority Board's understanding that, as part of the Rural District's 2017 budget, the Rural District Board of Directors will appropriate funds for the Rural District's 2017 funding contribution to the Authority;

WHEREAS, it is the Authority Board's understanding that, in addition to the foregoing, the City and Rural District is holding reserve funds equivalent to 15% of the net expenditure contribution in their respective general funds;

WHEREAS, the Authority Board desires to adopt the attached 2017 Budget, and desires to request that the City Council and Rural District Board of Directors approve the attached 2017 Budget, and appropriate the necessary funds to provide for the 2017 Budget as appropriate;

WHEREAS, due and proper notice, published and posted in accordance with the law, advised the public that (1) the Authority's proposed 2017 Budget was available for inspection by the public at a designated public office; (2) the Authority Board would hold a public hearing on

the proposed 2017 Budget on Wednesday, August 31, 2016 at 1:30 pm; and (3) interested electors could comment on or to file or register objections to the proposed 2017 Budget any time before the public hearing; and,

WHEREAS, the Authority Board held a public hearing on Wednesday, August 31, 2016, and interested electors were given the opportunity to comment on or to file or register any objections to the attached 2017 Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOVELAND FIRE RESCUE AUTHORITY, STATE OF COLORADO, AS FOLLOWS:**

**Section 1. Receipt of Moneys to the General Fund.** Subject to approval of the City Council and Rural District Board of Directors pursuant to Section 4 below, the Authority Board hereby authorizes and approves the receipt and appropriation in 2017 of \$14,231,904 in revenue from the City's and Rural District's annual funding contributions to the Authority's General Fund.

**Section 2. Expenditures of Money from the General Fund.** Subject to approval of the City Council and Rural District Board of Directors pursuant to Section 4 below, the Authority Board hereby ratifies and approves the expenditure of \$14,231,904 from the Authority's General Fund during fiscal year 2017.

**Section 3. Receipt of Moneys to the Fleet Replacement Fund.** Subject to approval of the City Council and Rural District Board of Directors pursuant to Section 4 below, the Authority Board hereby authorizes and approves the receipt and appropriation in 2017 of \$2,389,752 in revenue, \$1,659,272 from the City, \$578,230 transferred from the LFRA General Fund, and \$152,250 from the Rural District for the first of ten annual payments to fund the replacement of specified apparatus as funding contributions to the Authority's Fleet Replacement Fund.

**Section 4. Expenditures of Money from the Fleet Replacement Fund.** Subject to approval of the City Council and Rural District Board of Directors pursuant to Section 4 below, the Authority Board hereby ratifies and approves the expenditure of \$1,696,400 from the Authority's Fleet Replacement Fund during fiscal year 2017.

**Section 5. Adoption of Budget for 2017.** Subject to approval of the City Council and Rural District Board of Directors pursuant to Section 4 below, the Authority Board hereby adopts the 2017 Budget in the form attached to this Resolution.

**Section 6. City Council's and Rural District Board of Directors' Approval Required.** Pursuant to Section 4.1 of the Establishing IGA, the 2017 Budget shall become effective as of the date that both the City Council and Rural District Board of Directors approve the 2017 Budget. The Authority's administrative staff shall obtain and maintain with this Resolution a copy of the City Council and Rural District Board actions approving or denying approval of the attached 2017 Budget.

ADOPTED this 31st day of August, 2016.

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Jeffrey M. Swanty, Chairperson

ATTEST:

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Secretary

	LFRA General Fund					
	2015 Actual	2016 Adopted	2016 Revised Budget (June)	2017 Proposed Base	2017 Proposed Supplementals	2017 Total Proposed Budget
<b>Revenues:</b>						
Taxes (General Fund Revenue)						
Charges for Services (Permits)	181,503	166,050	195,980	205,340		205,340
Intergovernmental:						
City	9,614,766	10,173,255	10,585,929	11,279,430	108,649	11,388,079
Rural District	2,135,558	2,244,457	2,358,664	2,532,041	23,850	2,555,891
Other (Grants, Other Agency Deployments, Interest, Retirement Fund Revenue)	78,890	14,975	246,675	82,594		82,594
Total Revenues	\$12,010,717	\$12,598,737	\$13,387,248	\$14,099,405	\$132,499	\$14,231,904
<b>Expenditures by Account Class:</b>						
Personnel (Salaries and Benefits)	8,742,320	9,243,645	9,121,301	10,459,221	116,379	10,575,600
Supplies	542,194	371,379	467,988	409,331	16,120	425,451
Services (Includes City Indirect Service)	2,644,298	2,789,569	3,391,377	3,051,703		3,051,703
Capital	81,905	194,144	404,882	179,150		179,150
Total Expenditures	\$12,010,717	\$12,598,737	\$13,385,548	\$14,099,405	\$132,499	\$14,231,904
% change						
Excess or Deficiency of Revenues Over or Under Expenditures	0	0	\$1,700	\$0	\$0	\$0
Fund Balance (Beginning January 1)	17,397	17,397	17,397	19,097		19,097
Fund Balance (Ending December 31)	17,397	17,397	19,097	19,097		19,097
<b>Expenditures Restated by Service Division:</b>						
Fire Operations	9,432,725	9,990,260	10,085,291	10,948,367	132,499	11,080,866
Community Safety	697,979	734,171	786,864	833,253		833,253
Admin Division w/o City Admin	777,303	696,155	1,271,320	1,095,492		1,095,492
Administrative Services Provided by the City	1,102,710	1,178,151	1,197,073	1,177,293		1,177,293
Pension	0	0	45,000	45,000		45,000
Total Expenditures	\$12,010,717	\$12,598,737	\$13,385,548	\$14,099,405	\$132,499	\$14,231,904
<b>Full Time Equivalent Employees:</b>						
Full Time Employees- Benefited	83.0	83.0	85.0	86.0	5.0	91.0
Part Time Employees - Benefited	0.0	0.0	0.0	0.0		0.0
Part time Employees - Non-Benefited	6.6	6.6	6.1	6.1	-6.0	0.1
Total	89.6	89.6	91.1	92.1	-1.0	91.1

	LFRA Fleet Replacement Fund					
	2015 Actual	2016 Adopted	2016 Revised Budget (June)	2017 Proposed Base	2017 Proposed Supplementals	2017 Total Proposed Budget
<b>Revenues:</b>						
						0
Intergovernmental:						
City				1,659,272		1,659,272
Rural District				152,250		152,250
LFRA General Fund				578,230		578,230
Total Revenues	\$0	\$0	\$0	\$2,389,752	\$0	\$2,389,752
<b>Expenditures by Account Class:</b>						
Capital				1,696,400		1,696,400
Total Expenditures	\$0	\$0	\$0	\$1,696,400	\$0	\$1,696,400
% change						
Excess or Deficiency of Revenues Over or Under Expenditures	0	0	\$0	\$693,352	\$0	\$693,352
Fund Balance (Beginning January 1)				0		0
Fund Balance (Ending December 31)				693,352		693,352

Loveland Fire Rescue Authority Basic Services Plan--Operations Segment Only

Assumption for Annual Cost Escalator: 3.5% generally, equipment at 5%

8/25/2016



Current Level of Service Budget:

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Base Services including fleet replacement fund contribution	\$12,178,674	\$12,922,112	\$13,837,123	\$14,214,878	\$14,838,537	\$15,429,130	\$15,925,426	\$16,580,288	\$17,395,053	\$18,060,226	\$18,525,246
Indirect/Full Costing Expenditures	1,206,873	1,177,293	1,177,293	1,177,293	1,177,293	1,177,293	1,177,293	1,177,293	1,177,293	1,177,293	1,177,293
Full Cost of Fire Services (linked to program budgets that have planned equipment inventory replacements identified)	\$13,385,547	\$14,099,405	\$15,014,416	\$15,392,171	\$16,015,830	\$16,606,423	\$17,102,719	\$17,757,581	\$18,572,346	\$19,237,519	\$19,702,539
Less Revenue the Fire Service Generates (note future years don't fluctuate with building activity--just in at 3.5% increase)	442,655	287,934	298,012	308,442	319,238	330,411	341,975	353,944	366,332	379,154	392,424
Expenditures less Revenue for Net Expenditure and Contribution Calculation	\$12,942,892	\$13,811,471	\$14,716,404	\$15,083,729	\$15,696,592	\$16,276,012	\$16,760,744	\$17,403,637	\$18,206,013	\$18,858,365	\$19,310,114

Future Expansion Estimates:

Phase III											
Administrative Assistant (1 in 2016)	incorporated in the base										
ARFF Engineer											
VOIP Phones											
Convert 12 Part Timer Firefighters to 6 Full Time Firefighters (one hired early as an overhire in 2016)		132,499	120,452	124,668	129,031	133,548	138,222	143,059	148,067	153,249	158,613
Phase III Supplemental Total	\$0	\$132,499	\$120,452	\$124,668	\$129,031	\$133,548	\$138,222	\$143,059	\$148,067	\$153,249	\$158,613
Phase IV (Revised for Building Station 7 in 2018 rather than 2016)											
Seven (full year station 7) + three rovers (full year, system wide)= 12 full year--Station 7 staffing shifted from Phase III--hiring two fewer firefighters due to quick response unit				1,096,559	1,049,249	1,085,973	1,123,982	1,163,321	1,204,037	1,246,178	1,289,795
Three LT's and Six Engineer Promotions in 2019 (full year) Station 10 staffing shifted from Phase III				213,755	221,236	228,979	236,994	245,288	253,873	262,759	271,956
Battalion Chief				137,472	133,415	138,084	142,917	147,919	153,097	158,455	164,001
Facilities Costs for the new station (\$6.14 2012 facilities costs per square foot inflated out to 2019 would be \$7.81 X 9,000 sqare feet)				70,290	72,750	75,296	77,932	80,659	83,482	86,404	89,429
Station 10											
9.0 firefighters, promoting 6 engineers and 3 LT's									1,426,005	1,475,915	1,527,572
facilities and vehicle amortizations									147,590	152,756	158,102
Phase IV Total	\$0	\$0	\$0	\$1,518,076	\$1,476,650	\$1,528,333	\$1,581,824	\$1,637,188	\$3,268,085	\$3,382,468	\$3,500,854
Total Future Expansion Estimates	\$0	\$132,499	\$120,452	\$1,642,744	\$1,605,681	\$1,661,881	\$1,720,046	\$1,780,247	\$3,416,152	\$3,535,717	\$3,659,467
Total Expected Annual Expenditures	\$13,385,547	\$14,231,904	\$15,134,868	\$17,034,915	\$17,621,511	\$18,268,304	\$18,822,766	\$19,537,828	\$21,988,497	\$22,773,236	\$23,362,006
	1.0	6.0		11.0							

Partner Contributions Calculation: (revenue lines in the LFRA Budget)

Future Fire Authority Net Budget Estimate (Full Cost less Revenue Generated)	\$12,942,892	\$13,943,970	\$14,836,856	\$16,726,473	\$17,302,273	\$17,937,893	\$18,480,790	\$19,183,884	\$21,622,165	\$22,394,082	\$22,969,581
City (Contribution of Net Budget at 82%; net expenditures are less BTCVFD expenses that are 100% Rural District)	10,604,069	11,388,079	12,120,145	13,668,018	14,138,506	14,657,986	15,101,374	15,676,060	17,673,535	18,304,525	18,774,382
Rural (Contribution of Net Budget at 18%-Amount that should show up in the Rural Districts City Contract line; number includes BTCVFD at 100% Rural )	2,338,823	2,555,891	2,716,711	3,058,454	3,163,768	3,279,907	3,379,416	3,507,824	3,948,630	4,089,557	4,195,199

City Contribution Less 82% of Indirect Services Provided by the City: (expenditure lines in the City Budget)

City (Contribution of Net Budget at 82%, adjusted for command vehicle that is 100% Rural in 2013)	\$10,604,069	\$11,388,079	\$12,120,145	\$13,668,018	\$14,138,506	\$14,657,986	\$15,101,374	\$15,676,060	\$17,673,535	\$18,304,525	\$18,774,382
Indirect Services times 82%	\$989,636	\$965,380	\$965,380	\$965,380	\$965,380	\$965,380	\$965,380	\$965,380	\$965,380	\$965,380	\$965,380
City Contribution Less 82% of Indirect Services Provided by the City: (Amount that Should show up in the City's General Fund Finance Master Plan)	\$9,614,433	\$10,422,698	\$11,154,765	\$12,702,638	\$13,173,125	\$13,692,606	\$14,135,994	\$14,710,680	\$16,708,155	\$17,339,145	\$17,809,002

Loveland Rural Fire Protection District Ten Year Budget

8/25/2016

Description	2016 Est.	2017 Est.	2018 Est.	2019 Est.	2020 Est.	2021 Est.	2022 Est.	2023 Est.	2024 Est.	2025 Est.	2026 Est.
<b>Projected Beginning General Fund Balance</b> (2015 Bg Balance from 2014 District Statement of Net Position, unrestricted General Fund 12/31/14 pg 1 of the audited financial statements and Less Vehicle Fund value reported in the August 31, 2015 financial statements \$331,592.27)											
	\$581,946	\$602,728	\$368,229	\$143,913	(\$169,809)	(\$402,721)	(\$409,380)	(\$449,387)	(\$501,791)	(\$935,428)	(\$1,375,256)
<b>Revenue:</b>											
Property Tax (8.708)	\$2,538,640	\$2,625,800	\$2,754,793	\$2,989,150	\$3,253,025	\$3,512,399	\$3,609,345	\$3,692,076	\$3,795,929	\$3,882,001	\$3,968,074
Specific Ownership Tax	180,000	180,000	186,300	192,821	199,569	206,554	213,784	221,266	229,010	237,026	245,322
Miscellaneous (interest, Abate Adj., Pinewood Contract, State Pension Matching Grant- State Pension Matching grant no longer comes to the district; it goes directly to FPPA)	19,155	19,825	20,519	21,237	21,981	22,750	23,546	24,371	25,223	26,106	27,020
Total Revenue	\$2,737,795	\$2,825,626	\$2,961,613	\$3,203,208	\$3,474,575	\$3,741,703	\$3,846,675	\$3,937,712	\$4,050,162	\$4,145,133	\$4,240,416
<b>Expenditures:</b>											
Rural District Administration											
Board Secretary	4,500	4,658	4,821	4,989	5,164	5,345	5,532	5,725	5,926	6,133	6,348
District Directors	6,000	6,210	6,427	6,652	6,885	7,126	7,376	7,634	7,901	8,177	8,464
Bookkeeper & Auditor	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629	14,106
Insurance (Auto, General Liability, Workers Comp, Self Insurance Fund contribution)	13,000	13,455	13,926	14,413	14,918	15,440	15,980	16,540	17,119	17,718	18,338
Office Supplies	500	594	615	636	636	636	636	636	636	636	636
Professional Fees (legal and adm)	52,000	53,820	55,704	57,653	59,671	61,760	63,921	66,159	68,474	70,871	73,351
Collection Fee (County Treasurer 2% for property tax)	50,772	52,516	55,096	59,783	65,061	70,248	72,187	73,842	75,919	77,640	79,361
Election Expense	20,000	60,000	25,000	0	80,000	0	30,000	0	35,000	0	0
Apparatus (internal financing City CAFR page 45 interest rate projections 1.5% thru 2021)		\$152,250	\$152,250	\$152,250	\$152,250	\$152,250	\$152,250	\$152,250	\$152,250	\$152,250	\$152,250
Contingency (2015 est is legal fees for LFRA emp conversion)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Subtotal for Rural District Admin	\$256,772	\$453,852	\$424,550	\$407,465	\$496,060	\$424,681	\$460,174	\$435,508	\$476,392	\$447,054	\$452,854
Firefighting											
Fire Authority Contribution	2,338,823	2,555,891	2,716,711	3,058,454	3,163,768	3,279,907	3,379,416	3,507,824	3,948,630	4,089,557	4,195,199
LFRA Pension State Matching (now goes directly to FPPA)	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Operating	5,000	5,175	5,356	5,544	5,738	5,938	6,146	6,361	6,584	6,814	7,053
Subtotal for LFRA	\$2,343,823	\$2,561,066	\$2,722,067	\$3,063,998	\$3,169,505	\$3,285,845	\$3,385,563	\$3,514,185	\$3,955,214	\$4,096,372	\$4,202,252
Canyon Operations Contribution	38,000	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629
Canyon Pension for Vol. Firefighters (\$4,971 was state share that now goes directly to FPPA)	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Canyon Facilities (utilities, rent & maintenance)	17,140	0	0	0	0	0	0	0	0	0	0
Canyon Equipment	29,000	0	0	0	0	0	0	0	0	0	0
Subtotal Canyon	\$109,140	\$35,000	\$35,350	\$35,712	\$36,087	\$36,475	\$36,877	\$37,293	\$37,723	\$38,168	\$38,629
Total Expenditures	\$2,709,734	\$3,049,918	\$3,181,967	\$3,507,175	\$3,701,652	\$3,747,002	\$3,882,614	\$3,986,985	\$4,469,328	\$4,581,594	\$4,693,735
Revenues less Expenditures	\$28,060	(\$224,293)	(\$220,354)	(\$303,967)	(\$227,077)	(\$5,299)	(\$35,939)	(\$49,273)	(\$419,166)	(\$436,460)	(\$453,319)
TABOR Reserve Annual Contribution	7,279	10,206	3,961	9,756	5,834	1,360	4,068	3,131	14,470	3,368	3,364
Projected Ending General Fund Balance	\$602,728	\$368,229	\$143,913	(\$169,809)	(\$402,721)	(\$409,380)	(\$449,387)	(\$501,791)	(\$935,428)	(\$1,375,256)	(\$1,831,939)
Vehicle Insurance Fund (Aug 2015 financial statement from Haynie unrestricted plus Tabor reserve for Vehicle fund)											
	342,658	342,658	342,658	342,658	342,658	342,658	342,658	342,658	342,658	342,658	342,658
Total TABOR Reserve (3% of Expenditures)	\$81,292	\$91,498	\$95,459	\$105,215	\$111,050	\$112,410	\$116,478	\$119,610	\$134,080	\$137,448	\$140,812
Total Available (General, Vehicle, & Tabor Reserve Funds)	\$1,026,678	\$802,385	\$582,030	\$278,064	\$50,987	\$45,688	\$9,749	(\$39,524)	(\$458,690)	(\$895,150)	(\$1,348,469)

Supplemental Calculations

Property Tax:

	2016	2017 Est.	2018 Est.	2019 Est.	2020 Est.	2021 Est.	2022 Est.	2023 Est.	2024 Est.	2025 Est	2025 Est
assessed valuation (1)	291,529,573	301,538,860	316,352,019	343,264,843	373,567,454	403,353,107	414,486,118	423,986,651	435,912,785	445,797,139	455,681,493
tax generation	2,538,640	2,625,800	2,754,793	2,989,150	3,253,025	3,512,399	3,609,345	3,692,076	3,795,929	3,882,001	3,968,074
one mill	291,530	301,539	316,352	343,265	373,567	403,353	414,486	423,987	435,913	445,797	455,681
(1)	2016: Per the Preliminary certification received from the County (2015 still in at the preliminary -- final was \$241,786,913) 2017 and beyond: 3% increase for the base through 2020 plus the increase estimated for the 2534 development per the Thompson Crossing Metro District #2 financial advisors										

Operating Reserve Calculations:

Reserve on Hand (\$100k Contingency, Tabor Reserve & Vehicle Fund)	\$523,950	\$534,156	\$538,117	\$547,873	\$553,708	\$555,068	\$559,136	\$562,268	\$576,738	\$580,106	\$583,470
15% of Expenditures for Reserve	406,460	457,488	477,295	526,076	555,248	562,050	582,392	598,048	670,399	687,239	704,060
Difference between Reserve Target and the Reserve on Hand	\$117,490	\$76,668	\$60,822	\$21,797	(\$1,540)	(\$6,982)	(\$23,256)	(\$35,780)	(\$93,661)	(\$107,133)	(\$120,590)




# 2017 Proposed Budget

August 31, 2016



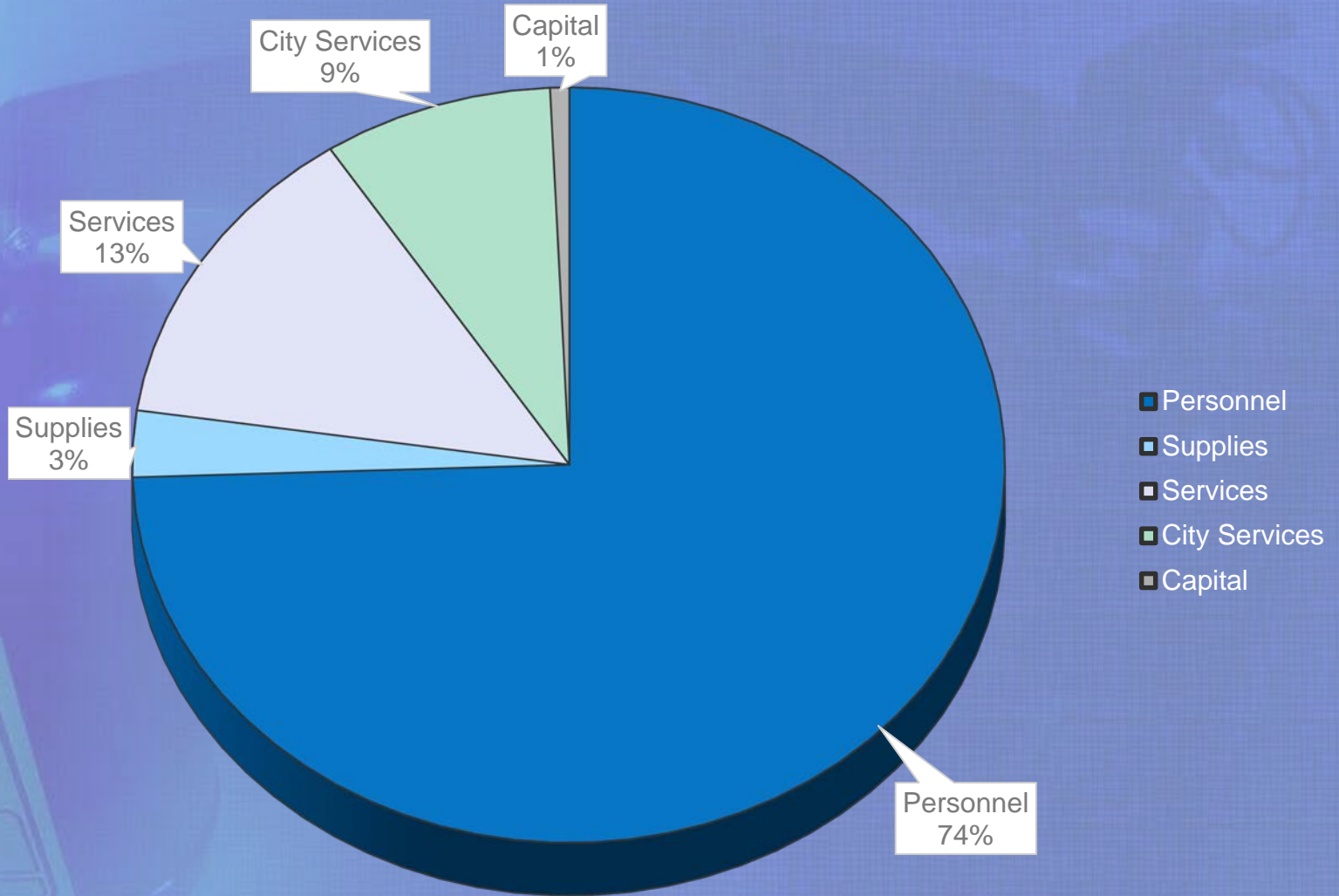


# 2017 Proposed Budget



Total	<ul style="list-style-type: none"><li>• \$14.2M</li><li>• 13% Increase</li></ul>
Supplemental Requests	<ul style="list-style-type: none"><li>• Convert PT FF's</li><li>• \$132,499</li></ul>
Base/Core Budget	<ul style="list-style-type: none"><li>• \$14.1M</li><li>• 11.9% Increase</li></ul>

# 2017 \$14.2M Proposed Budget





# 2012 Strategic Plan Progress

2012 -2013

## Phase 1 - High Priority

- New Fire Engine **2012** ✓
- Expansion Stat 6 **2012** ✓
- 6 Full Time FF's **2012** ✓
- Additional Part Time FF's - **increased wages instead** ✓
- Pub Safety Director **2012** ✓
- Lt. in CSD **2013** ✓

## Additional Priorities/Needs

- Type 6 Engine **2013** ✓
- Reserve/Retention Officer **Not Needed** ✓

2014 -2015

## Phase 2 - High Priority

- New Stat 2 **2014** ✓
- New Heavy Rescue **2014** ✓
- 6 Full Time FF's **2014** ✓
- Aerial Tower Replacement **2015** ✓

## Phase 2 - Medium Priority

- Refurb 2000 Aerial Ladder for Reserve Truck **2015** ✓

## Additional Priorities/Needs

- Training Firefighter **2015** ✓
- Plans Review Inspector **2015 Part Time** ✓
- Training Facility Expansion **2014 land/bldg purchase** ✓
- Technology Improve/Fiber **2015 Station 5** ✓

2016 -2017

## Phase 3 - Medium Priority

- Construction of Station 7 (aka 10) **Planned for '18** ✗
- 9 Full Time FF's **Planned for '19** ✗
- Adm Support Position **2015** ✓
- Fire Engine Replacement **2016** ✓
- Refurb Water Tender I **2017** ✓

## Additional Priorities/Needs

- ARFF Program Manager/Stand by Coverage **2016** ✓
- Plans Review Inspector **2016 Full Time** ✓
- Training Center Exp Design **2016** ✓

2018 -2020

87% Complete by 2017  
(6 Yrs into an 8 Yr Plan)

## Phase 4- Future Priority

- 3 Full Time Rover FF's IC **(1 in 2016) Convert PT 2017** ✗
- Refurb Water Tender 5 **2017** ✓
- Replace Front Line Engine **'17** ✓

## Additional Priorities/Needs

- Type 3 WUI Engine **2017** ✓
- Land for SE Station ✗





# Supplemental: Convert Part Time Firefighters

- Full Year
- 5 FTE

Description	Cost
Salaries (Net of Part Time Salaries)	\$14,705
Benefits/Taxes	101,674
PPE/Uniforms	16,120
Total	\$132,499

- Challenges associated with extremely high turnover:
  - Time invested in assessment centers for the hiring process
  - OT to cover vacancies
  - Excessive investment in entry level training
  - Existing crews skills stagnate due to the lack of time for advanced training
  - Bunker gear is sized to the individual – some gear doesn't fit the replacement
  - Crew cohesion and continuity compromised
  - Difficult to develop skill mastery on a part time schedule
  - Dangerous job that requires developing situational awareness and safe response habits



# Revenue

101 of 128

- At this time LFRA is working on a consolidated fee schedule and studying the impact that will have on the customers
- \$287,934 (LFRA Generated Revenue: permits, training reimbursements, and special events)
- Partner Contribution on Net Budget (Total Expenditures less LFRA Generated Revenue)

Contributions	2017 Base	2017 Supplemental	2017 Total
City	\$11,279,430	\$108,649	\$11,388,079
Rural	\$2,532,041	\$23,850	\$2,555,891





# Comparison to 2016 Originally Approved Budget

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	<b>2016 Adopted Budget</b>	<b>Proposed Budget 2017</b>	<b>% Change</b>
Base	\$12,598,737	\$14,099,405	11.9%
'17 Supplemental		132,499	
Total		\$14,231,904	
Change in total \$'s		\$1,633,167	13.0%



# List of Changes

103 of 128

Description	Amount	% of Total Increase
Insurance Increase	725,634	44.4%
3.5% Merit Increases (along with the impact of the related taxes and retirement)	266,496	16.3%
Human Resources Position	123,792	7.6%
Part Time Firefighter Conversion	132,499	8.1%
Phase II of Rank Compression Adjustments (along with the impact of the related taxes and retirement, last year in the ten year plan for 2017 @ \$100,000)	95,758	5.9%
Full Year Impact of 2016 Changes (Firefighter, Inspector, Promotion/Probation Raises)	90,099	5.5%
Fleet Maintenance	64,403	3.9%
Big Thompson Canyon Station Budgets (100% Rural District)	56,069	3.4%
Legal fees (\$30k in originally adopted budget)	45,000	2.8%
Retirement Board Expenses (100% revenue offset from the pension fund)	45,000	2.8%
Fleet Replacement Increase	23,531	1.4%
Overtime and related taxes	14,147	0.9%
Training	13,451	0.8%
Net changes in a variety of accounts	-4,583	-0.3%
Reduction associated with turnover	-10,251	-0.6%
General Liability and reserve (difference between city allocation and 5% inc in premium)	-47,878	-2.9%
<b>Total</b>	<b>\$1,633,167</b>	





# Outstanding Issues

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- Overtime Management and appropriate number of Rovers
- Amount of Acting Officer Time and Potential to Convert Roving Engineer Positions to Lt. Positions
- Building activity that could exceed CSD-Development Review and Permitting capacity
- Alerting System Upgrades for the City Communications Center
- NCRCN – timing of the additional cost is not known at this time
- Fiber maintenance, if this is established as an Enterprise Fund the cost is unknown
- Technology solutions - incident reporting in ETI (coding for Berthoud and Big Thompson Canyon Volunteer Department, Red Zone Mapping)
- Regional EOC location and funding
- Maintaining assessed valuation now that property within the district has potential for revenue production





# Capital Improvements

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(none of this has been resolved yet, including station contributions)

Description	2017	2018	2019	2020	2021	2022	2023	2024
<b>Proposed Sources that need to be discussed</b>								
Tabor Excess Revenue	1,480,530	1,506,220						
Fire CEF	595,610	1,224,750	400,000				2,837,350	
Rural District Contribution (financing)		1,739,750					2,837,350	
<b>Total Sources</b>	\$2,076,140	\$4,470,720	\$400,000				\$5,674,700	
<b>Projects:</b>								
City Apparatus	684,920							
Training Center	1,391,220	1,391,220						
Station 7		3,079,500	400,000					
Station 10							5,674,700	
<b>Total Projects:</b>	\$2,076,140	\$4,470,720	\$400,000				\$5,674,700	

## Other Projects:

Mobile Command Unit Replacement \$800,000

Fire Station 3 Replacement \$3,460,000

Type 3 Engine \$375,000



# LFRA Fleet Replacement Fund

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	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Beginning Balance (2017 City Fleet Fund, not a final number)	\$1,659,272	\$693,352	\$1,139,308	\$1,652,491	\$2,066,069	\$2,400,956	\$3,621,010	\$3,442,258	\$3,645,731	\$3,420,005
Ten Year Plan Amortization (2016 budget)	578,230	626,322	693,991	740,186	812,563	886,490	1,061,908	1,172,145	1,185,713	1,230,480
Replacement of Rural District Purchase (1.5% interest rate -- actual interest would be the rate earned on the portfolio in the previous full year to estimate the interest that would be earned if it were in the bank)	152,250	152,250	152,250	152,250	152,250	152,250	152,250	152,250	152,250	152,250
<b>Resources</b>	<b>\$2,389,752</b>	<b>\$1,489,244</b>	<b>\$2,043,101</b>	<b>\$2,664,074</b>	<b>\$3,212,197</b>	<b>\$3,621,010</b>	<b>\$5,002,556</b>	<b>\$5,148,220</b>	<b>\$5,461,931</b>	<b>\$5,250,846</b>
Estimated Cost of Scheduled Replacements:										
Currently Amortized	196,400	195,747			161,358			62,884	2,041,926	855,849
Not Currently Amortized	1,500,000	154,189	390,610	598,005	649,883		1,560,298	1,439,605		10,379
<b>Total Estimated Cost of Scheduled Replacements</b>	<b>\$1,696,400</b>	<b>\$349,936</b>	<b>\$390,610</b>	<b>\$598,005</b>	<b>\$811,241</b>	<b>\$0</b>	<b>\$1,560,298</b>	<b>\$1,502,489</b>	<b>\$2,041,926</b>	<b>\$866,228</b>
<b>Resources less Replacements</b>	<b>\$693,352</b>	<b>\$1,139,308</b>	<b>\$1,652,491</b>	<b>\$2,066,069</b>	<b>\$2,400,956</b>	<b>\$3,621,010</b>	<b>\$3,442,258</b>	<b>\$3,645,731</b>	<b>\$3,420,005</b>	<b>\$4,384,618</b>



\$8,000,000

# Apparatus and Station Funding

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\$7,000,000

\$6,000,000

\$5,000,000

\$4,000,000

\$3,000,000

\$2,000,000

\$1,000,000

\$0

2017

2018

2019

2020

2021

2022

2023

2024

\$4.8M

\$3.8M

\$7.2M

\$0.8M

\$0.6M

\$0.8M

\$1.5M

■ Rural District ■ City ■ LFRA





# Budget Process

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Activity	Organization	Date
Presentation: Proposed Budget	LFRA Board Sub-Committee	July 11, 2016
Public Hearing and Consider Adoption of the LFRA Budget and Fees	LFRA Board	August 31, 2016
Citizen Review of City's Budget	Fire Rescue Authority Advisory Commission	Next Meeting
Presentation of the City's Budget	City Council Study Session	September 13, 2016
Citizen Review of City's Budget	Citizen Finance Advisory Commission	September 14, 2016
Rural Budget, Approval of the LFRA Budget and Fees	Regular Rural Board Meeting	October 5, 2016
Public Hearing and First Reading of the City Budget, Approval of LFRA Budget and Fees	Regular City Council Meeting	October 18, 2016
Second Reading of the City Budget	Regular City Council Meeting	November 15, 2016



Questions?



## Agenda Item Cover

Item No.: 9

Meeting Date: August 31, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Review Briefing Papers and Correspondence

### EXECUTIVE SUMMARY

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The Chief's report includes a variety of general updates from the Monthly Report and more current topics of interest.

#### July Monthly Report

- July Overview
- Training Center Drainage System and Main Entrance
- Administrative Matters
- LFRA Crews on Wildfire Deployment
- Operations Division Overview
- Community Safety Division Overview

#### Additional Topics For Board Update

- September 6 City Council presentation regarding supplemental request for the training center issues (pond and new entrance)
- Update on land north of the training center (Probasco's)
- Colorado State Chiefs Conference in Keystone – Chief Miller invited to speak
- Update on Business Services Coordinator process (Renee)

### BACKGROUND

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This section of the agenda is intended to provide general information to keep board members apprised of various project status and department updates.

### AGREEMENTS SIGNED DURING THE MONTH

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### STAFF RECOMMENDATION

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N/A

### FINANCIAL/ECONOMIC IMPACTS

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N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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- Fire Chief's Monthly Report
- Letters & Articles
- July Statistics





# Loveland Fire Rescue Authority July 2016 Month-End Report

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## **Fire-Rescue Administrative Division**

### **Chief Mark Miller and Public Safety Administrative Director Renee Wheeler**

#### **July 2016 Overview -**

July leadership truism: *Everyone you meet is fighting a battle you know nothing about. Be Kind. Always.*

Highlights of the July report include: Training Center drainage/main entrance projects; LFRA Administrative items; Wildfire Deployment

#### **Training Center Drainage System and Main Entrance -**

As previously reported, we are moving forward with the Training Center Master Plan, although there have been a few bumps along the way. As many of you know, we are obligated to close and permanently fill the current retention pond at the Training Center due to some contamination issues. This is mandated by the Colorado Department of Public Health and Environment. In so doing, we will have to redesign the entire drainage system at the training area. We have hired United Civil Engineering to design the new drainage system and are in the process of working through the City planning process. Due to many *moving pieces*, we will have to coordinate the closing of the pond with the simultaneous construction of a new drainage system and then the construction of a new bio-retention pond in another location at the Training Center. All this has to be completed by the end of November 2016.

To add to the Training Center challenges, Fire Engine Red Road, the main entrance to the Training Center, will be eliminated late this year or early next due to the construction of a new bridge on Railroad Avenue and subsequent re-routing of a small stream through Fire Engine Red Road. This is actually the result of on-going flood mitigation work via the receipt of a grant from FEMA to construct the bridge and change the course of the stream to mitigate future flooding. A new entrance to the training center will be constructed to the south of the property off Garfield and SW 12<sup>th</sup>.

#### **Administrative Matters -**

Renee Wheeler and our admin team, including Roylene Sterkel and Cheryl Cabaruvias continued with 2017 budget development work. We have had one meeting with the LFRA budget sub-committee, and have a second meeting planned in August, before we bring the budget to the LFRA Board in October. Renee just completed the 2nd Quarter Budget Biz (attached at the end of this report).

Renee and others have been fully engaged in developing strategies for a sustainable LFRA Fleet Replacement Fund, 2017 and beyond, to include refining the schedule that identifies the annual savings required for each vehicle/apparatus in the fleet and the schedule that identified the total replacement costs for all vehicle/apparatus in each year to create a plan through 2030 for the new LFRA Fleet Replacement Fund. This is a significant undertaking and something we hope will carry us well into the future relative to fleet replacement.

#### **LFRA Crews on Wildfire Deployment –**

Three LFRA members, were deployed to the Indian Canyon fire in South Dakota on July 17th. The crews were only there for a couple days, then due to a positive change in the weather, they were re-assigned to the Lava Mountain Fire near Dubois, Wyoming. The Lava Mountain Fire has been growing significantly over the course of the last few days and the LFRA crews are involved in structural protection. They are expected to return August 2<sup>nd</sup> and it is highly likely we will deploy a fresh crew to return to the Lava fire for another 14 day assignment. To date, the fire has burned over 1000 acres with over 640 personnel engaged, and several evacuations in place.

*Thanks for the support...it's an honor serving you all.*





## **Fire-Rescue Operations Division - Division Chief Greg Ward**

### ***Response, Readiness, Resources & Relationships***

#### **July 2016**

#### **RESPONSE**

- 6/26/16 – Crews responded to a residential structure fire on North Jefferson Avenue, the fire was isolated to the attic of the one story home. Crews were able to bring the fire under control within twenty minutes.
- 6/29/16 – LFRA responded to a wildland fire in the area of South Taft Avenue and Southwest 14th Street. The fire was spreading at a rapid rate, however no structures were threatened. A second alarm assignment was needed to help contain the fire. Crews from Berthoud, Poudre and Front Range assisted with containing the fire.
- 7/4/16 – LFRA provided mutual aid to Poudre Fire Authority while they worked several significant incidents. Engine 236 assisted with a wildland fire near I-25 and Harmony, while Engine 5 moved up to cover PFA Station 5 for additional incident response needs.
- 7/7/16 – A fast moving wildland fire was reported in the area of South County Road 29 and West County Road 18. A second alarm assignment was requested due to multiple structures being threatened by the fire. Crews from LFRA, Berthoud, Poudre and the Larimer County Emergency Services worked for several hours to protect structures and contain the fire.
- 7/9/16 – LFRA Companies provided mutual aid for wildland fires south of Berthoud and in Windsor as well as a fully involved structure fire in Pinewood Springs.
- 7/11/16 – A fire was reported in a detached garage on Carnation Place, the fire was contained to the exterior siding and the attic space. The fire was controlled within twenty minutes.
- 7/15/16 – The Greeley Fire Department requested assistance with a forty acre wildland fire just west of Greeley, Engine 216 was assigned to the extinguishment of some large hay bales by the incident commander. LFRA operated on scene for approximately one hour.
- 7/18/16 – Engine 266 was dispatched to the Indian Canyon Fire in South Dakota, they assisted at this incident for just over twenty-four hours before being reassigned to the Lava Mountain Fire in Wyoming. Their initial assignment has been structural and infrastructure protection near the town of Dubois.
- 7/22/16 – LFRA assisted the Berthoud Fire District with a 30 acre wildland fire that threatened several homes, the fire was located near West County Road 8 and Sedona Hills Drive.

#### **READINESS**

- Crews conducted flammable liquid / flammable gas fire training at the Fire Training Center.
- LFRA, Loveland Police and Thompson Valley EMS conducted joint active assailant training. The training focused on the initial fire, police and EMS response as well as incident command.
- The Larimer County Sheriff's Office hosted an active shooter response training, LFRA, Thompson Valley EMS, Poudre Fire Authority and Berthoud Fire District and several law enforcement agencies participated in this event held at Loveland High School.
- Three personnel attended a man vs. machine class hosted by Windsor-Severance Fire Rescue, the class covered techniques for extricating people from various machines and equipment.

#### **RESOURCES**

- LFRA hired two new part-time firefighters, they completed their initial training and will be assuming their assignments on Engine 3 and Engine 6.

#### **RELATIONSHIPS**

- Estes Valley Fire District's new fire chief was provided with an overview of LFRA's operations and training. LFRA will be working to enhance our automatic aid agreement with Estes Valley during the Highway 34 reconstruction project.
- The monthly operations chiefs meetings have grown from the original group of LFRA, Poudre, Front Range, Berthoud and Windsor-Severance, to now include Greeley, Wellington and Platte Valley. LFRA hosted the July meeting.



**North Jefferson Avenue House Fire**



**Taft Avenue Wildland Fire**



**County Road 29 Wildland Fire**





**Pinewood Springs House Fire**



**Lava Mountain Fire – Wyoming**



**West County Road 18 Vehicle & Wildland Fire**



**Yellowstone Road Wildland Fire**



**West County Road 8 & Sedona Hills Drive Fire**



**Flammable Gas / Liquid Fire Training**



**Community Safety Division  
Division Chief, Ned Sparks  
July 2016**

**Update/overview of CSD, Special Events (Ned):**

- ❖ Evaluation of the Lovelander Hotel safety evaluation completed by Building and Fire. The list of code violations is being compiled and a meeting will be set up with the owner. We were unable to complete this project this month due to high workload between Building and Fire. We will set a priority to finalize the list and get a meeting set as soon as possible.
- ❖ 4<sup>th</sup> of July Fireworks show completed. There was a minor glitch with a "firing box" during the show and was resolved as quick as it was identified. Issues with HOA boats and jet skis continue to be a problem. I will continue to attempt working with the HOA to find a solution.
- ❖ LFRA continues to work with partner organizations creating a program. The group is calling itself Thompson School Education Coalition – TSEC. Review of the standards specific to the elementary grades to ensure each discipline is in alignment with the requirements. R2J is taking on the scheduling of the resources for agencies.
- ❖ Training class, July 29, from CBO and FM scheduled for DDA/LDP. The goal is to educate why Building and Fire codes are used and the impact on redevelopment.
- ❖ Loveland Loves BBQ – no significant issues to report.
- ❖ Preparation for the ARISE festival, Larimer County Fair, Corn Roast Festival, Sculpture/Art in the Park are in process for August.

**Significant Building Plan Reviews, and Inspections (Carie, Ingrid and Allen):**

**City Building/Fire project review:**

- High Plains School - Began final inspections for general construction, fire sprinkler and fire alarm systems.
- Resolved issues for anechoic chamber fire protection for the Hach expansion (met with general contractor, FM Global, etc.)
- Orthopedic Center of the Rockies expansion - The proposed two-story expansion for the surgery and surgery rehab center at the west side took out our full hose coverage for the south of existing building, and for the proposed new footprint. The design team repeatedly DID accommodate our 2nd access requirement, Fire access road requirements (for hose coverage and etc.). Planning needed multiple revisions because of a landscape easement along the Eisenhower corridor...our fire access road, while not infringing upon it, limited landscape at a pinch point. LFRA has had to explain to McWhinney group and planners several times that it is not practical to operate off of the side of Eisenhower (U.S. highway, landscaping, berming, foot-distance, ditches, and other features that would cause hardship from operations point of view).
- Alternatives to Violence (Safehouse) - With advice on door hardware, LFRA did a site visit and found that the internal layout of walls, etc, deviated GREATLY from what was permitted. LFRA returned for inspection with building dept. and Bldg. Dept. red-tagged the building to stop all work until the permit drawings reflect all changes already made. There have been multiple meetings with the Contractor, Architect, Building Dept, Owner's rep, and LFRA. The permit drawings will be fully updated and submitted by early next week. ATV would like a TCO as soon as possible, but they will not be allowed a TCO until all site and access improvements are installed. LFRA will determine, upon final inspections, as to whether some of the deviations from plans actually were built in code compliance.
- LFRA did site inspection at National Lease / A&E tire on Ward Ave. A&E has rented indoor and outdoor space from National Lease, and had conditions of use given by LFRA. We provided minimum setbacks that the container has to be from building, to be in compliance w/ not having fire rated assembly on the walls. A&E proposes to hardware electrical in a new container being delivered soon. A permit will be required.

County project review:

- Collinswood Designs – continuing process of working through the Larimer County Building Dept. and LFRA to meet wood working and spray booth requirements.
- Received Firehouse Storage submittal for wooden structures from Larimer County – multiple code corrections required.

Johnstown project review

- Two projects were allowed through the Johnstown review process that did not meet code compliance – attempts to work with the project owner and Johnstown CBO are in process.

**Emergency Management***Significant events:*

- The IGA for Emergency Management and Disaster Assistance was adopted by City Council.
- The revised all-hazard mitigation plan, Larimer County Multi-Jurisdictional Hazard Mitigation Plan - May 2016 (HMP), was adopted by City Council and will also go to the Fire Board.
- The State Homeland Security Grant contract and budget allocation was accepted by the Fire Board and the Rural Board, it goes to Council on August 2, 2016 for approval.
- The CDBG-DR grant fund allocation for the Disaster Recovery Plan goes to Council on August 2, 2016 for approval.
- OEM hired a part-time temp, June Richard, to work on several projects including cross-walking the city's Emergency Operation Plan. June is authorized to work up to 29 hours per week for 6 months. June's wages will be paid for by already received grant funds.

**Flood Recovery**

- Attended on-going city recovery planning meetings
- Mitigation Master Plan under development
- Disaster Recovery Plan under development

**Operations and Maintenance**

- Collaborated with IT Dept for installation of digital matrix in EOC, project is completed. IT is now developing a training program for EOC users
- Conducted a city-wide Everbridge notification tests

**Planning and Documentation**

- The updated county-wide all hazards mitigation plan (HMP) adopted by CC and will also go to the Fire Board for adoption
- The IGA for Emergency Management and Disaster Assistance was adopted by City Council
- The finalized Continuity of Operations Plan (COOP) was approved by LFRA and the City; document was distributed to M-Team.
- The first draft of the Mitigation Master Plan (MMP) is nearly completed.
- Reviewed final draft of city-wide mitigation projects master list
- Provided final MMP project list to M Team for approval
- Continued to work on several IGAs and MAs



- Met several times with Maggie in Risk Div. to develop a city-wide safety and preparedness training and exercise program and calendar
- Met with Brent in Finance ref: scheduling Finance Section formal training for his personnel

#### Emergency Preparedness Relationships

- Attended Thompson Safety Education Coalition meeting (new pub ed program)
- Attended NEAHR meeting
- Attended LCEM meeting
- Met with Senator Gardner ref: wildland fires and legislation needs

#### Grants

- ✚ Began processing 2015 SHSG and purchases for EOC radio upgrades and headsets
- ✚ Completed CDBG-DR, HMP, and EMPG quarterly grant reports
- ✚ Began making an EM program inventory list

#### Training and Public Outreach

- ✓ BCOOP Outreach Program development completed, ready for launch and coordinating with Chief's for crew training in early August

#### Training Received

- ✓ Attended 2-day course on Disaster Management for Electric Power Systems
- ✓ Attended Everbridge users training
- ✓ Attended animal injuries class

#### Exercises

- ❖ Assisted with 2016 Airport FSE documentation development
- ❖ Attended 2016 Airport FSE planning meeting

#### Other

- 🕒 Fire Officer 2 written exam for state certification

#### **PIO, Website & Public Education (Scott):**

- ☒ PIO duties for several incidents (grass fires, MVAs, water rescue, garage fire, County burn restrictions, puppy rescue, etc.)
- ☒ Phone interview for K99 & Tri102.5 on wildland fire danger, etc.
- ☒ Numerous LFRA social media posts
- ☒ Thompson Safety Education Coalition meeting
- ☒ Colorado Children's Day planning meeting
- ☒ CSD staff meetings
- ☒ Meeting with Townsquare Media to discuss options for Expo event marketing
- ☒ Airport exercise planning meeting
- ☒ Various tasks for upcoming Airport exercise
- ☒ Completed FEMA Is-546, 547. And 548 courses (7 hours)
- ☒ 3 car seat inspection/installations
- ☒ Quarterly CPS program reporting to State
- ☒ 1 Knox box update at business
- ☒ 2 youth firesetting family intervention sessions
- ☒ YFS program training for Ingrid
- ☒ Worked on BCOOP project and created handouts for businesses

Still to come this month:

- ☐ Attending EM Academy (24 hours)
- ☐ EMS webinar (1 hours)
- ☐ Everbridge notifications training (1 hour)
- ☐ More BCOOP project work
- ☐ Expo event planning meeting
- ☐ Another airport exercise planning meeting

### **ISO, Accreditation, Fracking, Inspections, Investigations (Ty):**

#### **Accreditation:**

- ✘ Self-Assessment training for all 26 authors has been completed. Everyone is currently working on writing their performance indicators. We're shooting for a completion date of August 31<sup>st</sup>. I'm about 60% complete with writing mine.
- ✘ LFRA has advanced to Applicant Status with the accreditation process. I'll be making telephone contact with our CFAI-assigned mentor on 7/21.
- ✘ Evaluate response performance for TVEMS and BTCVFD
- ✘ Complete LFRA month-end report for incident frequency and response performance
- ✘ Developed wildland incident history to assist Captain Carmosino with reporting to Larimer County Commissioners during evaluation of possible burn restrictions
- ✘ Worked with GIS re web-enabled ISO PPC rating map
- ✘ Reviewed 2 draft guidelines

#### **Investigations:**

- ⇒ Working on plans for Berthoud FD's Fire Investigation 101 class on 8/1 to 8/3
- ⇒ 6/21: Detached garage and fence at 1976 E. 1<sup>st</sup> St
- ⇒ 6/29: Grass/wildland fire at 900 S. Taft Ave
- ⇒ 6/30: Commercial structure fire w/ employee injury at 1107 SE 14<sup>th</sup> St
- ⇒ 7/7: Grass/wildland fire on CR29
- ⇒ 7/19: Assist LPD w/ residential explosion at 1947 Lily Dr

#### **CSD Activities:**

- ⌚ Developed ARFF facility hazmat inspection checklist
- ⌚ Reviewed and approved 4 burn permits
- ⌚ Reviewed/fixed several hazmat permit and Premise Inventory issues in ETI
- ⌚ Met w/ BEC administration re improvements/changes to BEC standby program. Working on updates to LFRA guideline/policy.
- ⌚ HazMat & General inspection at Police/Courts building
- ⌚ HazMat & General inspection at 901 N Josephine Ct
- ⌚ HazMat & General inspection at 3597 Draft Horse Ct
- ⌚ HazMat & General inspection at 4810 Larimer Pkwy
- ⌚ HazMat & General inspection at 4032 Medford Dr
- ⌚ HazMat inspections at 3 oil well sites
- ⌚ Working with City Planners re two different streets with identical name
- ⌚ Evaluated retaining wall blocking fire hydrant access at 630 Callisto Dr
- ⌚ Updated Engine Company Safety Assessment form and sent to printer
- ⌚ Evaluated hazmat permit and building permit requirements at 999 N VanBuren Ave
- ⌚ Followed up on hazmat and egress issues at 800 S Taft Ave (reported from E3)

- 🕒 Underground storage tank (UST) removal plan review for 201 N Lincoln Ave (removal on 7/6)
- 🕒 UST removal plan review for 123 N Lincoln Ave (removal on 7/14 and 7/20)
- 🕒 Attended Larimer LEPC quarterly meeting
- 🕒 Working with Sam's Club re adding an automated LPG exchange cage

#### Support Operations Division:

- ✓ 6/21: Respond to structure fire at 1976 E 1<sup>st</sup> St (assigned to investigation)
- ✓ 6/25: Acting Lt on LAD6 to attend WSFR Open House
- ✓ 6/29: Respond to grass/wildland fire at 900 S Taft Ave (assigned to East Division for fire attack)
- ✓ 6/30: Respond to structure fire at 1107 SE 14<sup>th</sup> St (assigned to investigation)
- ✓ 7/1: Respond on TacFire callout at White Elm and 29<sup>th</sup>
- ✓ 7/2: 24 hr OHW as FF on E1
- ✓ 7/5: Help DC Sparks remove buoys from Lake Loveland
- ✓ 7/5: Respond to C/D medical at 2444 River Rim Rd w/ E2
- ✓ 7/6: Respond to drowning at Boyd Lake State Park (cancelled en route)
- ✓ 7/6: Respond to fire alarm at 970 E Eisenhower w/ E3
- ✓ 7/7: Respond in WT1 to grass/wildland fire at CR29 (provide water supply for Division Alpha)
- ✓ 7/11: Respond to dive rescue at Boedecker Lake
- ✓ 7/13: Assist with delivering LAD6 to SVI for warranty work
- ✓ 7/15: Respond to grass fire near structures at 5490 Hampstead Ct
- ✓ 7/17: 24 hr OHW as Acting Lt on E6

#### Training:

- 📖 Recertified ICC and State Fire Inspector II
- 📖 6/21: TVEMS ambulance rider/trauma scenario training
- 📖 6/23: Review Twisp River wildland fire LODD video
- 📖 6/24: Peer Support Team meeting/training
- 📖 6/30: Data analysis webinar
- 📖 7/1: EMS continuing ed (infectious disease webinar)
- 📖 7/2: AAR/Zoom discussion of 3256 E Eisenhower fire attack tactics
- 📖 7/2: DOP drafting training
- 📖 7/7: Blue Card CE #18: Accountability
- 📖 7/7: CPSE peer assessor continuing education webinar
- 📖 7/7: Attended thermal imager course taught by Sean Houlihan
- 📖 7/12: Attended Chief 3's information meeting at Station 3
- 📖 7/12: NFPA 72 webinar
- 📖 7/14: Reviewed doll house burns video
- 📖 7/15: Assist with active assailant training
- 📖 7/18: Train CSD staff on updating Premise Inventory with new buildings and creating new inspections
- 📖 7/19: Review scene audio/video from 2742 Carnation Pl structure fire



# Certificate of Appreciation

Awarded to

**Loveland Fire Rescue Authority**

For their valuable support and contribution in the

**2016 Loveland Community Night Out**



Chief Robert L. Ticer



Officer Dave Sloat



# DECLARATION OF APPRECIATION

We the people of Loveland Bible Church wish to acknowledge our gratitude and support to all of the First Responders of our community who serve and protect us with diligence, professionalism, respect and honor. Thank you to our wonderful Police, Sheriff's Dept., Fire Fighters, and EMT's for keeping us safe!

Pastor Charles Williams, Elders, Deacons and Members  
of Loveland Bible Church

**From:** [Rob Pride](#)  
**To:** [Fire Dept](#)  
**Subject:** Thank you!  
**Date:** Wednesday, July 13, 2016 1:59:47 PM

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We've seen the Thin Blue Line flags flying on your trucks again over the past week. During what is truly the most difficult time in law enforcement history throughout the nation, there can be no other words for your support other than THANK YOU and we love ya'll!

*Officer Rob Pride*

Loveland Police Department  
Patrol / Swing Shift / Tues-Friday  
SWAT / Negotiations  
970-962-2052 x1096  
[Rob.Pride@cityofloveland.org](mailto:Rob.Pride@cityofloveland.org)





## Windsor Severance Fire Rescue

100 7<sup>th</sup> Street, Windsor, Colorado, 80550

970-686-2626

[www.wsfr.us](http://www.wsfr.us)

July 6, 2016

Chief Mark Miller  
Loveland Fire Rescue Authority  
410 E 5th St.  
Loveland, CO 80537

Dear Chief Miller,

Thank you for your time and donation of engine 6 and ladder 6 for the Windsor Severance Fire Rescue Open House. Your contribution to our event was greatly appreciated – community members always love to see rescue vehicles and to learn more about what you do for those needing your care! Without your donation and support, the Open House would not have been as successful as it was for our community.

Sincerely,

Fire Chief Herb Brady, WSFR



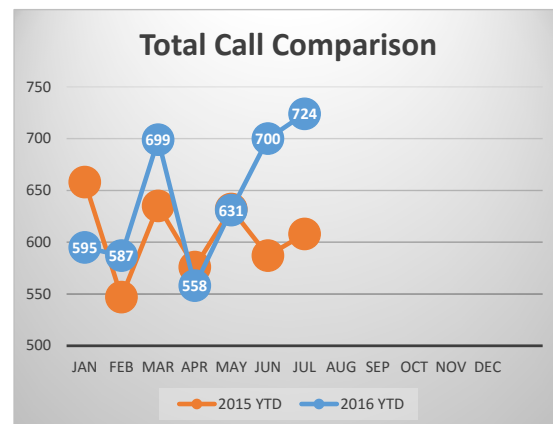
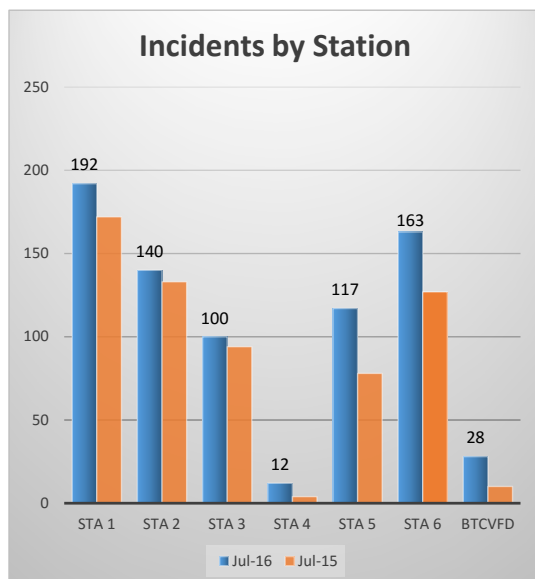
## LOVELAND FIRE RESCUE AUTHORITY - Operations

### July, 2016

CALL INFORMATION (does not include calls for BTCVFD)							
INCIDENT TYPE	CITY	RURAL	TOTAL	YEAR to DATE	2016 % of TOTAL	2015 YTD	2015 % of TOTAL
Structure Fire Related	1	1	2	37			
Vehicle Fire	4	0	4	26			
Grass/Wildland or Other Outside Fire	7	9	16	58			
Fire Alarm	50	6	56	421			
Smoke Investigation	19	9	28	120			
Other Fire Related	0	0	0	4			
<b>TOTAL FIRE RELATED</b>	<b>81</b>	<b>25</b>	<b>106</b>	<b>666</b>	<b>14.72%</b>	<b>601</b>	<b>14%</b>
<b>TOTAL EMERGENCY MEDICAL SERVICES (EMS)</b>	<b>312</b>	<b>26</b>	<b>338</b>	<b>2269</b>	<b>50.14%</b>	<b>2298</b>	<b>54%</b>
Motor Vehicle Accident (MVA)	59	25	84	455			
Extrication	1	0	1	21			
Technical Rescue	4	3	7	21			
HazMat	12	2	14	91			
Hazardous Conditions	2	0	2	18			
ARFF	4	7	11	36			
Public Service	42	2	44	318			
Assist PD or Other FD	10	3	13	55			
Standby	2	3	5	21			
Good Intent Call, Other	1	2	3	7			
Dispatched & Cancelled en Route	45	37	82	458			
Wrong Location	0	0	0	0			
No Incident Found on Arrival on Scene	12	2	14	88			
Special Type of Incident, Other	0	0	0	1			
<b>TOTAL MISCELLANEOUS</b>	<b>194</b>	<b>86</b>	<b>280</b>	<b>1,590</b>	<b>35.14%</b>	<b>1,382</b>	<b>32%</b>
<b>MONTH TOTAL</b>	<b>587</b>	<b>137</b>	<b>724</b>	<b>4,525</b>	<b>100%</b>	<b>4,281</b>	<b>100%</b>
<b>YEAR TO DATE TOTAL</b>	<b>3,833</b>	<b>692</b>	<b>4,525</b>				
<b>CITY VS. RURAL DISTRIBUTION YEAR TO DATE</b>	<b>84.71%</b>	<b>15.29%</b>					

9

Incomplete reports this month not included in the totals will affect YTD totals as they are completed in subsequent months.



Does not include calls for BTCVFD



## LOVELAND FIRE RESCUE AUTHORITY

### July, 2016

Structure fire incidents reported below include all incidents that were toned as reported structure fires. Incident outcome varied as shown in table below.

		FIRE AND C,D,E MEDICAL RESPONSE TIMES				
		Count	Process Time	Turnout Time	1st Due Travel Time	1st Due Response Time
Structure Fire: Urban Response Area	Average	9	0:57	1:24	3:24	4:21
	90th		2:01	2:14	5:03	6:44
Structure Fire: Rural Response Area	Average	2	0:43	0:25	N/A	N/A
	90th		0:54	1:28	N/A	N/A
C,D,E Medicals: Urban Response Area	Average	338	1:51	1:02	3:41	4:41
	90th		2:52	1:42	6:12	7:16
C,D,E Medicals: Rural Response Area	Average	22	1:48	0:52	7:08	7:46
	90th		3:45	1:30	17:33	17:51

A 1st Alarm incident is a response plan that requires the greatest number of LFRA apparatus to be initially assigned (3 engines, 2 trucks, and 1 Bat Chief). The following CAD Nature Codes generate a response plan that correlates to a 1st Alarm incident: 1st Alarm Commercial/Industrial, 1st Alarm Residence, Building Collapse, Confined Space Rescue, Dive Rescue, Grass Near Structure, Industrial Rescue, Mass Casualty Incident, MVA Extrication, Rope Rescue, Trench Rescue, Wildland/Grass. During July 2016, a search of all of these CAD Nature Codes revealed the following incident count and correlating NFIRS situation types reported.

1st Alarm Incident Outcomes		
Incident Type	All Incidents	Unit Responses
111 - BUILDING FIRE	2	15
140 - NATURAL VEGETATION FIRE, OTHER	2	10
142 - BRUSH OR BRUSH-AND-GRASS MIXTURE FIRE	5	36
143 - GRASS FIRE	6	32
161 - OUTSIDE STORAGE FIRE	1	6
311 - MEDICAL ASSIST, ASSIST EMS CREW	1	1
322 - MOTOR VEHICLE ACCIDENT WITH INJURIES	3	15
361 - SWIMMING/RECREATIONAL WATER AREAS RESCUE	2	18
440 - ELECTRICAL WIRING/EQUIPMENT PROBLEM, OTHER	1	10
531 - SMOKE OR ODOR REMOVAL	1	8
551 - ASSIST POLICE OR OTHER GOVERNMENTAL AGENCY	1	4
561 - UNAUTHORIZED BURNING	3	13
600 - GOOD INTENT CALL, OTHER	1	5
611 - DISPATCHED & CANCELED EN ROUTE	11	32
622 - NO INCIDENT FOUND ON ARRIVAL AT DISPATCH ADDRESS	2	16
631 - AUTHORIZED CONTROLLED BURNING	2	13
650 - STEAM, OTHER GAS MISTAKEN FOR SMOKE, OTHER	1	6
651 - SMOKE SCARE, ODOR OF SMOKE	1	6
652 - STEAM, VAPOR, FOG OR DUST THOUGHT TO BE SMOKE	1	7
<b>Month Total</b>	<b>47</b>	<b>253</b>

STRUCTURE LOSS/SAVE INFORMATION				
Type of Fire	City		Rural	
	Loss	Save	Loss	Save
Residential Structure	3,589	31,178	2,263	114,654
Commercial Structure	-	-	-	-
Other Fires	-	-	-	-
<b>MONTH TOTAL</b>	<b>3,589</b>	<b>31,178</b>	<b>2,263</b>	<b>114,654</b>
<b>YEAR TO DATE TOTAL</b>	<b>180,698</b>	<b>1,856,484</b>	<b>559,875</b>	<b>149,488</b>
<b>All Fires Confined to Room of Origin</b>		<b>95%</b>		



## LOVELAND FIRE RESCUE AUTHORITY

### July, 2016

MUTUAL AID AND AUTOMATIC AID				
	Received	Hours	Given	Hours
Poudre Fire Authority (PFA) 2016	11	13	31	9
Previous Year to Date 2015	17	9	64	26
Berthoud Fire Department (BFD) 2016	13	12	29	23
Previous Year to Date 2015	4	13.5	23	26.5
Windsor Severance Fire Rescue (WSFR) 2016	19	19	22	6
Previous Year to Date 2015	42	18	15	8
Front Range Fire Rescue (FRFR) 2016	8	7	27	11.5
Previous Year to Date 2015	8	5	9	6.5
Big Thompson Canyon Fire Dept. (BTFD) 2016	1	4.5	27	35
Previous Year to Date 2015	1	1	18	12
Estes Valley Fire Prot District (EVFPD) 2016	0	0	5	21
Previous Year to Date 2015	0	0	2	5
<b>CURRENT YEAR TO DATE TOTAL (2016)</b>	<b>52</b>	<b>55.5</b>	<b>141</b>	<b>105.5</b>
<b>PREVIOUS YEAR TO DATE TOTAL (2015)</b>	<b>72</b>	<b>46.5</b>	<b>131</b>	<b>84</b>

TRAINING HOURS				
TRAINING AND RESERVE	CURRENT MONTH	PREVIOUS MONTH	PREVIOUS YEAR	CURRENT YEAR TO DATE
SHIFT	952.0	1,051.5	9,209.0	10,687.0
RESERVIST	2.0	0.0	310.0	55.5
ADMIN	22.0	67.5	470.0	428.5
<b>TOTAL</b>	<b>976.0</b>	<b>1,119.0</b>	<b>9,989.0</b>	<b>11,171.0</b>
RESERVIST SHIFT HOURS	48.0	48.0	2,012.0	810.5

SPECIALIZED DISCIPLINES TRAINING				
	COURSES		HOURS	
	CURRENT YEAR	PREVIOUS YEAR	CURRENT YEAR	PREVIOUS YEAR
AIRCRAFT RESCUE	176	378	177	393
HAZMAT	79	50	77	52
TAC	104	166	166	417
URBAN SEARCH & RESCUE	10	19	16	44
WATER	67	68	97	129
WILDLAND	200	232	369	627

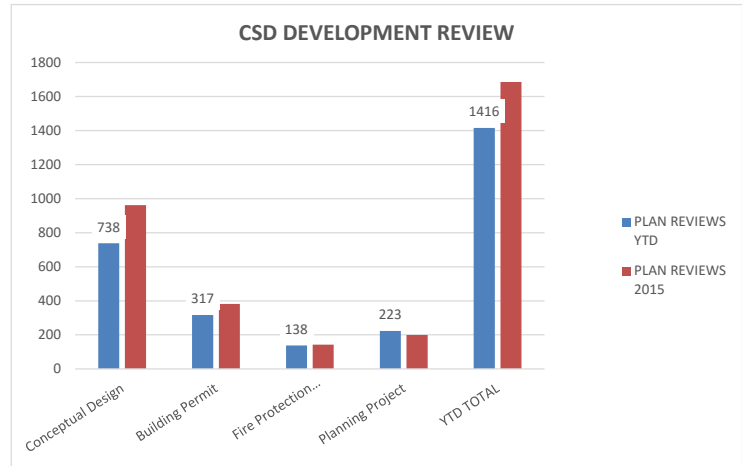


# LOVELAND FIRE RESCUE AUTHORITY

## July, 2016

### DEVELOPMENT REVIEW STATISTICS

	City	County	Johnstown	Totals	Hours
<b>Conceptual Design Reviews</b>	119	2	1	122	64
Previous Month	89	2	0	91	48
YTD Total	716	9	13	738	387
Previous YTD	937	15	10	962	459
<b>Building Permit Reviews</b>	38	3	6	47	73
Previous Month	41	3	1	45	68.5
YTD Total	286	16	15	317	486.5
Previous YTD	343	7	32	382	576.5
<b>Fire Protection Permit Reviews</b>	15	2	2	19	20
Previous Month	19	1	1	21	28
YTD Total	119	10	9	138	176
Previous YTD	118	4	21	143	138
<b>Planning Project Reviews</b>	23	3	1	27	40
Previous Month	13	3	0	16	23
YTD Total	195	20	8	223	331.5
Previous YTD	165	27	7	199	369.5
<b>TOTAL REVIEWS YTD</b>	<b>1316</b>	<b>55</b>	<b>45</b>	<b>1416</b>	
<b>PREVIOUS YEAR YTD</b>	<b>1563</b>	<b>53</b>	<b>70</b>	<b>1686</b>	

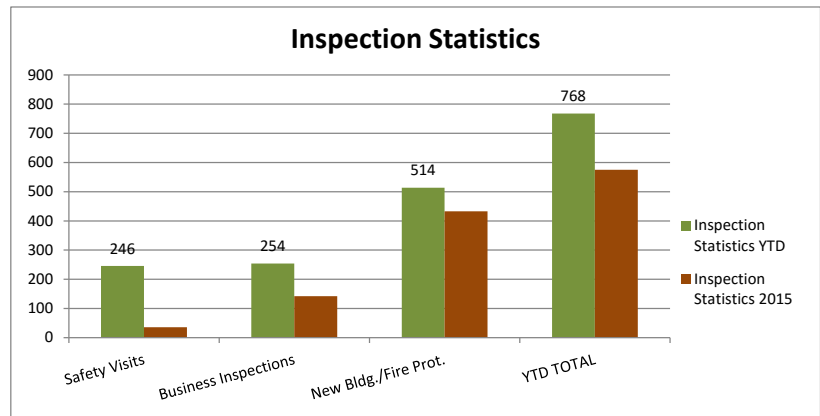


Planning & Building Check-Ins YTD  
 Fire Protection Permits Average days in review  
 Percent within goal time

543	95
5.7	
July	100%

### INSPECTION STATISTICS

	City	Rural	Total	Hours
<b>Eng. Co. Safety Visit 2 &amp; 3 Yr.*</b>	26	3	29	14
Safety Re-Visit	0	0	0	0
YTD Total	199	47	246	158.25
Previous YTD	28	8	36	21.75
<b>Business Inspections</b>	31	3	34	37.25
Previous Month	20	5	25	25
YTD Total	211	43	254	278.2
Previous YTD	122	20	142	105.25
<b>New Bldg./Fire Protection</b>	82	9	91	130.5
Previous Month	74	3	77	114.5
YTD Total	448	66	514	771
Previous YTD	372	61	433	653
<b>TOTAL INSPECTIONS YTD</b>	<b>659</b>	<b>109</b>	<b>768</b>	
<b>Previous Year</b>	<b>494</b>	<b>81</b>	<b>575</b>	



### CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. YTD	YTD Total	Highlights/Projects
Hazmat Permits	7	7	21.5	14	20	79	98	*ATV assistance to contractor and owner
Tents/Special Events*	5	4	9	9	8	48	26	*Hach site visit (Building, HazMat and Fire Protection)
Burn Permits Issued	0	0	0	0	7	92	93	*Reviewed approx. 500,000 sq. feet, proposed construction in 2534 area
Investigations	13	11	24	24	25	101	120	2 Youth Fire setter Intervention Sessions
Service Call/Complaints	2	1	2.5	3	4	56	28	*4 car seat installations
Car Seats Installed	9	0	4.5	9	11	117	65	*EMS Webinar (1 hour of training)
YFS Program	2	0	6	2	1	0	12	*1 Knox box update at business
Public Education Events	6	2	14.5	8	15	62	33	*Expo event planning committee meeting
Total Pub. Ed. Contacts	327	30		357	1308	2705	2466	*