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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, May 25, 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, May 25, 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.*

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AWARDS AND PRESENTATIONS**

Lifesaving Award: Michael Mullinix

**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, May 25, 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 April 27, 2016 Regular Board Meeting.
2. Consider a Motion to Approve the Revisions to the Administrative Regulation for Conduct, Performance, and Discipline (AR-00012) and Due Process (AR-00043).

**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.*

3. Review Draft Documents for the Equipment Ownership Transfer and Station Leases
4. Review Briefing Papers and Correspondence
  - a. Chief's Report
  - b. Letters
  - c. April Statistics
5. Any Other Business for Board Consideration  
Pictures

**ADJOURN**

## Agenda Item Cover

Item No.: 1

Meeting Date: May 25, 2016

Prepared By: Renee Wheeler, Administrative Director



### TITLE

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

### EXECUTIVE SUMMARY

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The attached documents, prepared by Roylene Sterkel and edited by outside attorneys, are a record of the April 27, 2016 regular meeting of the LFRA Board. The document details the discussions at the meeting including: the consent agenda (approval of the minutes, mutual aid agreement for Hazmat incidents in Larimer County, and an intergovernmental agreement for Windsor-Severance Fire Protection District participation in the Special Operations Team and the 2016 First Quarter Budget Biz), discussion on the Fire Chief Evaluation Process, a review of the 2015 Annual Report, Chief's report, Board consensus that the Chief be allowed to sign intergovernmental agreements with subsequent notification to the Board, and a discussion about Board member shirts.

### 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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April 27, 2016 Minutes



**Loveland Fire Rescue Authority Board Meeting Minutes**  
**Wednesday, April 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 Bill Cahill, Loveland City Manager  
 Director John Fogle, City of Loveland Council Member  
 Director Dave Legits, President of the Loveland Rural Fire Protection District

**Members Absent:**

None

**Staff Present:**

Loveland Rural Fire Protection District Board ("Rural Board") Secretary Greg White  
 Fire Chief Mark Miller  
 Division Chief Greg Ward  
 Public Safety Administrative Director Renee Wheeler  
 Business Services Coordinator Roylene Sterkel  
 Emily Powell, Legal Counsel to the Authority

**Visitors:**

Rural Board Vice-President Mike McKenna  
 City of Loveland Human Resources Acting Director Karen Rees  
 Battalion Chief Michael Cerovski  
 Emergency Manager Pat Mialy

**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.

**Public Comment:**

None

### **Consent Agenda:**

1. Consider a Motion to Approve the Minutes from the LFRA March 30, 2016 Regular Board Meeting.
2. Consider Approval of the Agreement for Mutual Aid Among the Poudre Fire Authority, the Loveland Fire Rescue Authority, the Colorado State Patrol, and the Larimer County Sheriff's Office for Hazardous Substance Incidents.
3. Consider Approval of the Intergovernmental Agreement Between Loveland Fire Rescue Authority and Windsor-Severance Fire Protection District Regarding Participation on the Special Operation Team.
4. Review the 2016 First Quarter Budget Biz

Director Cahill moved to approve the consent agenda. Director Fogle seconded the motion and it carried unanimously.

### **Regular Agenda:**

#### **5. Discuss the Fire Chief Evaluation Process for 2015-1016.**

Acting HR Director Rees explained the process as it was conducted last year and asked the Board if they want to use the same process. She included a timeline of the process as it moves forward. The Board discussed who they want to see included on the 360-degree survey questions. The Board would like to include all of the stakeholders currently on the list with an updated list for M-Team members, Big Thompson Canyon Fire Chief Bill Lundquist, Bob Paulson with Development Services and Greg George.

Director Fogle asked to add the question of "Given the opportunity and based on your experience with the individual's performance, demeanor and general success in the role, would you hire them for the same position?" to the 360 form. HR Director Rees asked Chief Miller to complete his self-evaluation prior to the 360 Survey being completed.

Chairman Swanty asked to have the Rural Board President's name added to the evaluation on the signature page. Attorney Powell suggested that the City Manager's name be removed from the signature page because he is no longer the Chief's supervisor. Chairman Swanty asked if all of the LFRA Board members could sign the evaluation or should each Director sign their individual evaluation which would equate to the same thing? Director Cahill said if it's done like the City Council process when each LFRA Board member fills out their evaluation they will add their remarks and sign it. Those evaluations will be reviewed by HR and all the remarks will be included in one evaluation which the LFRA Board will review and a rating will be determined from those. He would like to see the 360 process include a year-to-year rating.

Attorney Powell asked how the ratings are determined. Vice-Chairman Gutierrez said that they will do an average from all the ratings and HR will put everything together into a final evaluation.

It was decided that a special Board meeting will be held on June 14<sup>th</sup> at 2:00 p.m. to review the evaluation that HR puts together. The final evaluation will be delivered to Chief Miller on June 29<sup>th</sup> after the regular LFRA Board meeting.

## **6. Review the 2015 Loveland Fire Rescue Authority (LFRA) Annual Report, including the Strategic Plan Initiatives Update.**

Public Safety Administrative Director Wheeler shared a Power Point presentation reviewing the annual report. Among the items she talked about was the fact that the costs per capita did increase over 2015 due to having a full year of a 3-man crew at Fire Station 2 and new training staff. She would like to add the City of Thornton to the comparative information list and change Poudre Fire Authority to Fort Collins. Service calls are being evaluated to ensure they are tracked correctly. She talked about why auto aid calls to Fort Collins will continue to decrease due to the fact that LFRA does not respond to all medical calls in Fort Collins' boundaries anymore. Looking at the increase in Conceptual Design Reviews, Director Gutierrez asked if those include all projects, even the ones that don't move forward to completion. Public Safety Administrative Director Wheeler said it does include those as well. The large increase in Investigations is due to the fact that in years past only the investigations that the Community Safety Division conducted were included, and now all investigations department-wide are included.

Chief Miller reviewed the Strategic Plan portion of the Power Point. He said staff would like the Board's thoughts on the annual report. This year's report is smaller because Staff took out the "Who Are We" portion, but it is still included on the LFRA's Website. Chairman Swanty said he likes the report, but has some concern about how much administrative time it takes to put it all together because of limited staff. Vice Chairman Gutierrez said that the Initiative Updates are particularly valuable to him and can be used for budget planning. Director Fogle said that since all of City Council uses their laptops as communication tools now, he would like to see LFRA put their Board packets on the City's Website. Public Safety Administrative Director Wheeler said she would need to check with Public Affairs Officer Pringle to see if that's a possibility. Director Cahill said he feels it is important to link the outcomes to benchmarking with other agencies.

Chief Miller reported that the department is conducting their *Moving Forward Tours* and the LFRA Board will be invited to attend any of the scheduled tours on May 9<sup>th</sup>, 12<sup>th</sup> or 26<sup>th</sup>. The Authority will be using Zoom cameras to bring all of the stations together without having to leave station coverage areas. He reviewed the "Big Picture Items" that include the Station Alerting system, the new Engine on order, the Training annexation,

burn building and training center, environmental issues, accreditation, Rural District apparatus, radio tower, Station 7 land acquisition and a Mill levy for capital. Chief Miller said that all of the Administrative polices are being revised due to the maturation process and Staff is negotiating contracts with the City for 2017. Staff is moving forward with the transfer of equipment and lease of real property from the City and the Rural District.

Chief Miller said there are four proposed items that he feels are of high priority. Those include long-term staffing, land for station locations, the City/Rural District property and equipment transition and equipment replacement. LFRA will be looking at options to convert part-time Firefighters to full time, station locations for Fire Station 7 and 10 and the AARF needs at Fire Station 4. He reported that Attorney Ross will be attending the May LFRA Board meeting to address the City/Rural District property and equipment transition. Attorney Powell reported that they have prepared a draft lease template and a Bill of Sale document for the Board to review at that meeting. Chief Miller reported that several Board members and LFRA members visited Super Vacuum yesterday to talk about leasing and finance options for future equipment replacement. Chief Miller also reported that Emergency Manager Mialy will attend the June LFRA Board meeting to talk about regional options for the Emergency Operations Center.

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

Chief Miller and Chief Ward placed an **ISO** map on the board to show the ratings for areas in LFRA's fire jurisdiction. Chief Miller is very pleased with the new ratings that Staff and the members have accomplished.

Chief Miller reported that the City has a new Administrative Regulation ("AR") on firearms. He asked the Board how they want to handle new AR's as far as their approval. Attorney Powell reminded the Board that they approved a Resolution R-054 back in October to have all City AR's adopted by LFRA effective 1/1/16. Chairman Swanty asked how often City AR's are updated or new ones adopted. Attorney Powell said one issue to bear in mind is that City AR's are only good within the City and not necessarily the Rural District areas. When the Board adopts policies it affects both the Rural District and City areas. Chief Miller asked if the Board wants to see each new or updated AR or do they want staff to review them and then have the Board approve them. Chairman Swanty said he would like to bring them before the Board for their review. Director Legits said his concern is that most AR's are written for 40 hour personnel and are different then Operations Policies. Input by the Fire companies is needed to see how each AR may affect them. After some discussion, the Board directed staff to review and vet AR's and then bring them to the Board for approval.

## **8. Other Business –**

### **a. Verify the Board's Preference for Approving Intergovernmental Agreements for Mutual and Auto Aid.**



Public Safety Administrative Director Wheeler asked the Board for its preference in approving Intergovernmental Agreements for Mutual and Auto Aid. Attorney Powell said that the Board approved Resolution R-044 giving the Fire Chief authorization to execute certain agreements not involving monetary expenditures or significant policy-making, which include Intergovernmental Agreements for Mutual/Auto Aid, as long as the Board is notified at its next regularly scheduled meeting about the agreement. It was the Board's consensus that the Fire Chief can continue to execute certain agreements pursuant to Resolution R-044 with subsequent notification to the Board's.

Chief Miller informed the Board that pictures will be taken at the May LFRA Board meeting to be included with the Rural Board and City Council pictures to be hung at all the fire stations. He will send out email reminders to everyone. Director Legits said that the Rural Board doesn't have polo shirts that match and have the new logo on them. Chief Miller said Staff will work on getting matching shirts for the LFRA Board and the Rural Board.

No further items were discussed and Chairman Swanty adjourned the regular Board meeting at 3:25 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

## Agenda Item Cover

Item No.: 2

Meeting Date: May 25, 2016

Prepared By: Renee Wheeler, Administrative Director



### TITLE

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Consider a Motion to Approve the Revisions to the Administrative Regulations for *Conduct, Performance, and Discipline* (AR-00012) and *Due Process* (AR-00043).

### EXECUTIVE SUMMARY

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Based on the direction received from the LFRA Board at the March board meeting, the administrative regulations associated with discipline have been revised by Ireland Stapleton to reflect that the Fire Chief is the final appeal in an LFRA employee discipline action and that he has the authority to bring disciplinary action directly.

### BACKGROUND

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Both the red line version and the final version of both of the administrative regulations are attached. There are small revisions throughout but the most substantial changes in them are highlighted below and are intended to reflect the direction received from the LFRA Board.

#### **AR-00012 Conduct, Performance and Discipline**

*Notwithstanding anything in this Administrative Regulation to the contrary, the LFRA Fire Chief shall at all times have the right to impose discipline or serious discipline directly, instead of such action being taken by the employee's division manager or his/her designee. When an employee has received discipline from the LFRA Fire Chief, he/she may dispute the discipline through the Administrative Regulation "Open Doors Program". When the LFRA Fire Chief is considering directly imposing serious discipline, he/she shall follow the procedure set forth in the Administrative Regulation "Due Process" with respect to direct serious discipline by the LFRA Fire Chief.*

#### **AR-00043 Due Process**

##### ***LFRA Fire Chief's Right to Impose Serious Discipline or an Employment Change Directly***

*Notwithstanding anything in this Administrative Regulation to the contrary, the LFRA Fire Chief shall at all times have the right to impose serious discipline or an employment change directly, instead of such action being taken by the employee's supervisor(s) or division manager or his/her designee, as applicable. Before deciding whether to impose serious discipline or an employment change directly, the LFRA Fire Chief shall notify the employee and the Human Resources Director in writing of the potential serious discipline or employment change being considered and the reason such action is being considered. Within five (5) business days of receiving such notice, the employee may submit to the Human Resources Director a written request for a meeting ("hearing") with the LFRA Fire Chief, a copy of which the Human Resources Director shall promptly provide to the LFRA Fire Chief. During the meeting, the LFRA Fire Chief shall present to the employee the evidence (documents, witness testimony, etc.) the LFRA Fire Chief believes supports the serious discipline or employment change being considered. The employee may then provide such evidence (documents, witness testimony, etc.) that the employee believes supports his/her position with respect to the potential serious discipline or employment change. To the extent practicable, the parties will follow the procedures set forth in "**Procedures at the Hearing**" set forth above. Within ten (10) business days of the meeting, or as soon thereafter as practicable, the LFRA Chief shall deliver in writing his/her findings and decision to the employee*

## Agenda Item Cover

Item No.: 2

Meeting Date: May 25, 2016

Prepared By: Renee Wheeler, Administrative Director



*and the Human Resources Director. In rendering his/her decision, the LFRA Fire Chief, may a) withdraw the serious discipline or employment change being considered, b) impose the serious discipline or employment change being considered; or impose such modified serious discipline or employment change as the LFRA Fire Chief determines is appropriate. The LFRA Fire Chief's decision is final and cannot be appealed to within LFRA.*

### STAFF RECOMMENDATION

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Approve the revised administrative regulations as written

### FINANCIAL/ECONOMIC IMPACTS

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Negligible

### ASSOCIATED STRATEGIC GOALS

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Deliver cost effective services.

### ATTACHMENTS

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- Redline version of Administrative Regulation-00012 Conduct, Performance and Discipline
- "Clean" version of Administrative Regulation-00012 Conduct, Performance and Discipline
- Redline version of Administrative Regulation-00043 Due Process
- "Clean" version of the Administrative Regulation- 00043 Due Process



## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

### I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority ("LFRA") divisions and all ~~Loveland Fire Rescue Authority~~LFRA employees, including Regular full-time, Regular part-time, Probationary, Temporary and Seasonal employees. Under no circumstances should this policy be construed to create "for cause" employment for Probationary, Temporary, or Seasonal employees. See the Administrative Regulation "Pay and Employment Decisions" for more information on "for cause" employment.

### II. PURPOSE:

This Administrative Regulation ensures that all ~~Loveland Fire Rescue Authority~~LFRA employees comply with and understand the standards of conduct and performance expectations, counseling and discipline process, and possible consequences for inappropriate behavior, unsatisfactory work performance, or failure to achieve or maintain minimum job requirements.

### III. DEFINITIONS:

- **Serious discipline** refers to any action, *in conjunction with discipline*, which adversely affects an employee's base pay, including terminations, suspensions without pay, demotions and involuntary reductions in base pay.
- **Business days** refers to Monday through Friday, but excludes ~~Loveland Fire Rescue Authority~~LFRA designated holidays.
- **Base Pay** refers to the hourly wage for a position's budgeted hours, not including any additional payments such as overtime, benefits, stipends, and/or bonuses.

### IV. POLICY:

This policy identifies performance and conduct expectations and discipline measures that are typically used by ~~the Loveland Fire Rescue Authority~~LFRA. However, it does not preclude pursuing other actions such as performance improvement plans. *Although there is an implied progression in the discipline outlined in this policy, any discipline may be taken at any time depending upon the nature, frequency and/or severity of the problem.* An employee may be issued more than one of the same type of discipline depending on factors such as the nature of the problems, the time period between incidents and the employee's overall employment record.

With the exception of Verbal Counseling, records of any disciplinary action shall be placed in the employee's personnel file in the Human Resources Department for the duration of his/her employment. Copies of these records shall be available to the employee upon request. ~~The Loveland Fire Rescue Authority~~ LFRA will make a concerted effort to maintain the confidentiality of disciplinary records. *However, ~~the Loveland Fire Rescue Authority~~LFRA may be required by law to release copies of these documents.*

**Revision Dates:** 10/1993 [7-93], 8/5/1994, 12/9/1996, 3/14/1997, 4/27/1999 [A-14], 3/11/2005 [A-14], 4/21/2009, LFRA 2016

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## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

Supervisors are encouraged to review the disciplinary documents contained in their employee's files periodically. If performance or conduct significantly improves, the supervisor is encouraged to acknowledge the improvement in a written memo which will be added to the employee's personnel file. While the discipline will permanently remain as a part of the employment record, subsequent discipline may be affected by written feedback provided by the supervisor.

Disciplinary actions that do not adversely affect an employee's base pay or that involve temporary, seasonal or probationary employees, are not subject to the procedures outlined in the Administrative Regulation "Due Process".

### Standards of Conduct and Performance

~~The Loveland Fire Rescue Authority LFRA~~ strives to achieve ~~the department's~~ vision through employee dedication to its core values of Commitment, Compassion and Courage, focusing on the Four R's of Response, Readiness, Resources and Relationships. Employees are expected to demonstrate these values each day in their ~~Loveland Fire Rescue Authority LFRA~~ roles.

Examples of performance or conduct that may warrant disciplinary action are listed below. This list is not all-inclusive; other actions similar in kind to those listed and/or that have a negative impact on ~~employees' an employee's~~ performance or the effective functioning of ~~the Loveland Fire Rescue Authority LFRA~~ may result in disciplinary action. Individual departments may have rules of conduct that further describe performance or conduct that may warrant disciplinary action.

- 1) Any official action taken by a ~~Loveland Fire Rescue Authority LFRA~~ employee concerning any matter as to which the employee has a conflict of interest.
- 2) Any deliberately false statement made on an application for employment or any other form or application submitted to or required by ~~the Loveland Fire Rescue Authority LFRA~~, or deliberate omission of information that might affect the applicant or employee unfavorably.
- 3) Conduct detrimental to customer service or ~~Loveland Fire Rescue Authority LFRA~~ operation.
- 4) Unauthorized possession of any property belonging to ~~the Loveland Fire Rescue Authority LFRA~~, another employee, a customer or visitor, or the unauthorized removal of such property from ~~Loveland Fire Rescue Authority LFRA~~ premises.
- 5) Improper use of ~~Loveland Fire Rescue Authority LFRA~~ equipment, property or resources.
- 6) Violation of any federal, state, or local law when the misconduct would interfere with an employee's performance of his/her job or undermine public trust in the integrity of ~~the~~

**Revision Dates:** 10/1993 [7-93], 8/5/1994, 12/9/1996, 3/14/1997, 4/27/1999 [A-14], 3/11/2005 [A-14], 4/21/2009, LFRA 2016  
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## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

~~Loveland Fire Rescue Authority. The Loveland Fire Rescue Authority~~L.F.R.A. L.F.R.A. may find a violation of its policies and/or procedures whether or not a conviction occurs.

- 7) Behavior or actions that interfere with a fellow employee in the performance of his/her duties, or that disrupt the operations of ~~the Loveland Fire Rescue Authority~~L.F.R.A..
- 8) Unauthorized use, abuse or possession of intoxicants, narcotics, or other drugs while on duty as a ~~Loveland Fire Rescue Authority~~L.F.R.A. employee, except for proper use of medications prescribed for the employee by a physician. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited; however, the use of any substance that may adversely affect an employee's ability to perform their job safely must be reported to supervisory personnel in accordance with AR-00039 Drug-Free Workplace.
- 9) Being impaired or under the influence of alcohol or drugs while on duty as a ~~Loveland Fire Rescue Authority~~L.F.R.A. employee.
- 10) Misusing or damaging property belonging to ~~the Loveland Fire Rescue Authority~~L.F.R.A., another employee, a visitor or a customer.
- 11) Fighting or attempting bodily harm to another employee, customer, or visitor while on duty as a ~~Loveland Fire Rescue Authority~~L.F.R.A. employee.
- 12) Unauthorized possession of weapons or explosives on ~~Loveland Fire Rescue Authority~~L.F.R.A. premises.
- 13) Indecent, vulgar, threatening, insulting, or abusive language or conduct while on duty as a ~~Loveland Fire Rescue Authority~~L.F.R.A. employee.
- 14) Falsifying ~~Loveland Fire Rescue Authority~~L.F.R.A. records, documents, and schedules and/or lying about a job-related matter. Failure to accurately record work at all times (including working "off the clock"), falsifying timekeeping or payroll records, or permitting others to do the same.
- 15) Working overtime required to be paid under the FLSA without authorization (except in emergency situations).
- 16) Unauthorized absence from work, failure of employee to communicate with supervisor, excessive unapproved absences, excessive tardiness and/or failure to report to work or call in.
- 17) Sleeping on duty (except when appropriate for 24 hour shift personnel), wasting time or leaving the workplace during working hours without permission.
- 18) Any no call, no show for 2 consecutively scheduled shifts is considered job abandonment and voluntary resignation (exceptions may include emergency FMLA or medical leave)).

**Revision Dates:** 10/1993 [7-93], 8/5/1994, 12/9/1996, 3/14/997, 4/27/1999 [A-14], 3/11/2005 [A-14], 4/21/2009, LFRA 2016

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## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

- 19) Failure to cooperate in a ~~Loveland Fire Rescue Authority~~LFRA investigation.
- 20) Failure to report immediately any accident that occurs while on duty as a ~~Loveland Fire Rescue Authority~~LFRA employee, or while using ~~Loveland Fire Rescue Authority~~LFRA equipment, which results in personal injury or property damage.
- 21) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions which includes disabling, destroying or otherwise rendering ineffective any type of safety equipment or security system.
- 22) Smoking in restricted areas.
- 23) Insubordination or refusal to perform work assignments.
- 24) Unsatisfactory work performance.
- 25) Mishandling or unauthorized disclosure of confidential ~~Loveland Fire Rescue Authority~~LFRA information.
- 26) Failure to maintain any certification, licensure or credentials that are required for an employee's position with ~~the Loveland Fire Rescue Authority~~LFRA.
- 27) Failure to maintain a professional appearance, uniform or attire.
- 28) Violation of ~~the Loveland Fire Rescue Authority's~~ LFRA's "Violence in the Workplace" Administrative Regulation.
- 29) Violation of ~~the Loveland Fire Rescue Authority's~~ LFRA's "Harassment" Administrative Regulation.
- 30) Violation of ~~Loveland Fire Rescue Authority~~LFRA operational and/or administrative policies.

As this list is not all-inclusive, any other action by an employee which in the judgment of any supervisor, ~~or~~ or division manager ~~and/or department director~~ warrants discipline or discharge and which a reasonable person would expect to result in discipline either because it affects the employee's performance, the effective functioning of ~~the Loveland Fire Rescue Authority~~LFRA, including other employees, or undermines public trust in the integrity of ~~the Loveland Fire Rescue Authority~~LFRA.

### **Basis For Mandate:**

- ~~Loveland Fire Rescue Authority~~LFRA Charter Article 8. ~~Loveland Fire Rescue Authority~~LFRA Manager and § 8-4. Powers and Duties of Manager



## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

- ~~Loveland Fire Rescue Authority\_LFRA~~ Charter Article 5, Code of Ethics and § 5-3, ~~Loveland Fire Rescue Authority\_LFRA~~ Employees; Other Provisions Concerning Conflicts of Interest
- Internal governance

### V. PROCEDURE:

#### Typical Counseling and Disciplinary Actions

Verbal Counseling – This is a meeting between the supervisor or designee and the employee which includes a description of the problem, expectations for improvement and potential consequences for failure to improve. Following this discussion, the supervisor or designee will provide the employee with a follow-up memo and provide a copy of the memo to Human Resources.

Written Warning - This is a written warning documenting a performance or conduct problem. The supervisor or designee completes the disciplinary action form, in conjunction with Human Resources, and discusses the problem, corrective action and potential consequences for failure to improve. Following this discussion, the form is placed in the employee's file in the Human Resources Department. All employees who receive a Written Warning will be asked to sign the disciplinary action form. If an employee refuses to sign, the supervisor will document the refusal.

Final Written Warning\*\* - This is a written warning documenting a repetitive or serious performance or conduct problem. The supervisor or designee completes the disciplinary action form, in conjunction with Human Resources, and discusses the problem, corrective action and potential consequences for failure to improve. Following this discussion, the form is placed in the employee's file in the Human Resources Department. All employees who receive a Final Written Warning will be asked to sign the disciplinary action form. If an employee refuses to sign, the supervisor will document the refusal.

Suspension with Pay\*\* – May be given in conjunction with a Written Warning or Final Written Warning. The employee may be suspended with pay when: (1) time is needed for ~~the Loveland Fire Rescue Authority\_LFRA~~ to investigate the facts and circumstances before a disciplinary decision is made; or (2) when a supervisor or designee decides to give an employee time (“decision day(s)”) to consider his-~~or-/her~~ employment with ~~the Loveland Fire Rescue Authority\_LFRA~~ or to develop plans for improvement.

Suspension without Pay\*\* – May only be given: (1) in conjunction with a Written Warning or Final Written Warning; (2) during an investigation into conduct or poor performance which, would likely result in termination or other serious disciplinary action; or (3) when the supervisor or designee believes the employee, who is facing serious disciplinary action needs decision day(s) to consider his-~~or-/her~~ employment with ~~the Loveland Fire Rescue Authority-DeLFRA~~. A *de minimis* suspensions (2 days or less) without pay ~~dedoes~~ not require Due Process, but does require the “Notice and Opportunity to Meet” procedures for Regular full-time and Regular part-time employees as outlined below.

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## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

Reduction in Pay\*\* - A reduction in base pay may only be given in conjunction with a Final Written Warning.

Involuntary Demotion\*\* – The involuntary reassignment of an employee to a lesser position. An involuntary demotion may only be given in conjunction with a Final Written Warning and only if an appropriate position is available (a position will not be created-~~→~~).

Termination\*\* – This is a decision to end an employee's work relationship with ~~the Loveland Fire Rescue Authority~~LFRA as a result of serious conduct or performance issues. The decision to pursue termination procedures are the responsibility of department ~~directors~~managers or their designee.

### **\*\*Required Process for Supervisors Regarding Disciplinary Action**

A. If the proposed action involves a potential loss of base pay, please refer to ~~the Loveland Fire Rescue Authority's~~ LFRA's Administrative Regulation "Due Process".

B. Termination without a prior Final Written Warning may only be imposed by the LFRA Fire Chief, who shall consult with the Human Resources Director prior to taking action. A Final Written Warning without a prior Written Warning may only be imposed by a division manager or their designee who shall consult with the Human Resources Director prior to taking action. If the Human Resources Director does not agree with the division manager or their designee, the issue will be resolved by the Loveland Fire Rescue AuthorityLFRA Fire Chief or his/her designee based on input from both the Human Resources Director and the employee's ~~supervisor~~division manager or their designee.

### **Discipline Notice and Process**

#### Probationary, Temporary or Seasonal Employees

When a ~~probationary, temporary~~Probationary, Temporary or ~~seasonal~~Seasonal employee has received discipline he or she may dispute the discipline through the Administrative Regulation "Open Doors Program".

If a ~~probationary, temporary~~Probationary, Temporary or ~~seasonal~~Seasonal employee has received ~~serious~~ discipline, he or she is not afforded due process as outlined in the Administrative Regulation "Due Process"~~→~~, but may dispute the serious discipline as above.

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#### Regular Full-Time and Regular Part-Time Employees

When a ~~regular~~Regular full-time or Regular part-time employee has received discipline which does not result in a loss of base pay he or she may dispute the discipline through the Administrative Regulation "Open Doors Program".

### **Serious Discipline Notice and Process**

**Revision Dates:** 10/1993 [7-93], 8/5/1994, 12/9/1996, 3/14/997, 4/27/1999 [A-14], 3/11/2005 [A-14], 4/21/2009, LFRA 2016  
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## ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

When a ~~regular~~ Regular full-time or Regular Part-time employee has received serious discipline he or she is afforded the procedures as outlined below.

### *Notice and Opportunity to Meet*

Generally, prior to ~~taking~~ imposing any serious ~~disciplinary action~~ discipline against an employee, the division manager or his ~~or~~ /her designee will provide the employee with:

- Notice of the proposed action (“notice”), which shall include the basis for taking action (“charges”); and
- An opportunity to respond to the charges in an informal meeting.

Jointly, the division manager or his/her designee and the Human Resources Director may determine that more or less procedural protections are appropriate. For instance, in some situations, an employee may be informed of the charges against him/her at the time of the meeting. In other circumstances, an employee may only be provided with an opportunity to respond to charges after serious discipline is imposed.

### *Representation at the Meeting*

Although the employee may be accompanied by a representative, the employee must speak on his/her own behalf and may not use his/her representative to ask, or respond to, questions.

### *Decision*

The division manager or ~~their~~ his/her designee shall submit a written decision to the employee and Human Resources Director within five (5) business days of the meeting. If the ~~department~~ division manager or his/her designee needs additional time to consider the decision, he/she shall communicate the need for an extension to the employee and Human Resources Director within five (5) business days of the meeting. The serious discipline will be effective the date when delivered to the employee. For purposes of this policy, a decision shall be considered delivered on the date it is verbally communicated to the employee or, if not communicated verbally, on the date the written decision is mailed to the employee at his/her last known address.

If the decision includes termination, the termination shall act as a suspension without pay until the employee has exhausted ~~all the~~ the appeal ~~procedures, procedure set forth in the~~ Administrative Regulation “Due Process”, or fails to avail ~~him~~ himself or herself of such appeal ~~procedures~~ procedure within the time allotted below. The suspension without pay shall convert to a termination upon either:

- The expiration of the appeal period, whereas the termination becomes effective the date the decision was delivered; or
- The date in which the hearing officer renders a decision upholding the termination.

**Revision Dates:** 10/1993 [7-93], 8/5/1994, 12/9/1996, 3/14/1997, 4/27/1999 [A-14], 3/11/2005 [A-14], 4/21/2009, LFRA 2016

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# ADMINISTRATIVE REGULATION (AR)

**AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE Effective: 12/23/2015**

For ~~post-disciplinary~~ the procedures to appeal a serious discipline, please refer to the "Due Process" Administrative Regulation- "Due Process".

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Notwithstanding anything in this Administrative Regulation to the contrary, the LFRA Fire Chief shall at all times have the right to impose discipline or serious discipline directly, instead of such action being taken by the employee's division manager or his/her designee. When an employee has received discipline from the LFRA Fire Chief, he/she may dispute the discipline through the Administrative Regulation "Open Doors Program". When the LFRA Fire Chief is considering directly imposing serious discipline, he/she shall follow the procedure set forth in the Administrative Regulation "Due Process" with respect to direct serious discipline by the LFRA Fire Chief.

## VI. OTHER RELATED REGULATIONS & PROCEDURES:

AR-00003	Reduction-in-Force	Effective: 12/23/2015
AR-00027	Open Doors Program	Effective: 04/21/2009
AR-00054	Pay and Employment Decisions	Effective: 12/23/2015
AR-00043	Due Process	Effective: 12/23/2015
AR-00039	Drug-Free Workplace	Effective: 01/01/2015
AR-00037	Harassment	Effective: 04/07/2009
AR-00005	Violence in the Workplace	Effective: 04/08/2009

## VII. LOVELAND FIRE RESCUE AUTHORITY LFRA FIRE CHIEF SIGNATURE:

\_\_\_\_\_  
Mark Miller, Fire Chief



# ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

## I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority ("LFRA") divisions and all LFRA employees, including Regular full-time, Regular part-time, Probationary, Temporary and Seasonal employees. Under no circumstances should this policy be construed to create "for cause" employment for Probationary, Temporary, or Seasonal employees. See the Administrative Regulation "Pay and Employment Decisions" for more information on "for cause" employment.

## II. PURPOSE:

This Administrative Regulation ensures that all LFRA employees comply with and understand the standards of conduct and performance expectations, counseling and discipline process, and possible consequences for inappropriate behavior, unsatisfactory work performance, or failure to achieve or maintain minimum job requirements.

## III. DEFINITIONS:

- **Serious discipline** refers to any action, *in conjunction with discipline*, which adversely affects an employee's base pay, including terminations, suspensions without pay, demotions and involuntary reductions in base pay.
- **Business days** refers to Monday through Friday, but excludes LFRA designated holidays.
- **Base Pay** refers to the hourly wage for a position's budgeted hours, not including any additional payments such as overtime, benefits, stipends, and/or bonuses.

## IV. POLICY:

This policy identifies performance and conduct expectations and discipline measures that are typically used by LFRA. However, it does not preclude pursuing other actions such as performance improvement plans. *Although there is an implied progression in the discipline outlined in this policy, any discipline may be taken at any time depending upon the nature, frequency and/or severity of the problem.* An employee may be issued more than one of the same type of discipline depending on factors such as the nature of the problems, the time period between incidents and the employee's overall employment record.

With the exception of Verbal Counseling, records of any disciplinary action shall be placed in the employee's personnel file in the Human Resources Department for the duration of his/her employment. Copies of these records shall be available to the employee upon request. LFRA will make a concerted effort to maintain the confidentiality of disciplinary records. *However, LFRA may be required by law to release copies of these documents.*

Supervisors are encouraged to review the disciplinary documents contained in their employee's files periodically. If performance or conduct significantly improves, the supervisor is encouraged to acknowledge the improvement in a written memo which will be added to the



# ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

employee's personnel file. While the discipline will permanently remain as a part of the employment record, subsequent discipline may be affected by written feedback provided by the supervisor.

Disciplinary actions that do not adversely affect an employee's base pay or that involve temporary, seasonal or probationary employees, are not subject to the procedures outlined in the Administrative Regulation "Due Process".

## Standards of Conduct and Performance

LFRA strives to achieve its vision through employee dedication to its core values of Commitment, Compassion and Courage, focusing on the Four R's of Response, Readiness, Resources and Relationships. Employees are expected to demonstrate these values each day in their LFRA roles.

Examples of performance or conduct that may warrant disciplinary action are listed below. This list is not all-inclusive; other actions similar in kind to those listed and/or that have a negative impact on an employee's performance or the effective functioning of LFRA may result in disciplinary action. Individual departments may have rules of conduct that further describe performance or conduct that may warrant disciplinary action.

- 1) Any official action taken by a LFRA employee concerning any matter as to which the employee has a conflict of interest.
- 2) Any deliberately false statement made on an application for employment or any other form or application submitted to or required by LFRA, or deliberate omission of information that might affect the applicant or employee unfavorably.
- 3) Conduct detrimental to customer service or LFRA operation.
- 4) Unauthorized possession of any property belonging to LFRA, another employee, a customer or visitor, or the unauthorized removal of such property from LFRA premises.
- 5) Improper use of LFRA equipment, property or resources.
- 6) Violation of any federal, state, or local law when the misconduct would interfere with an employee's performance of his/her job or undermine public trust in the integrity of LFRA. LFRA may find a violation of its policies and/or procedures whether or not a conviction occurs.
- 7) Behavior or actions that interfere with a fellow employee in the performance of his/her duties, or that disrupt the operations of LFRA.
- 8) Unauthorized use, abuse or possession of intoxicants, narcotics, or other drugs while on duty as a LFRA employee, except for proper use of medications prescribed for the employee by a physician. The appropriate use of legally prescribed drugs and non-



## ADMINISTRATIVE REGULATION (AR)

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**Effective: 12/23/2015**

prescription medications is not prohibited; however, the use of any substance that may adversely affect an employee's ability to perform their job safely must be reported to supervisory personnel in accordance with AR-00039 Drug-Free Workplace.

- 9) Being impaired or under the influence of alcohol or drugs while on duty as a LFRA employee.
- 10) Misusing or damaging property belonging to LFRA, another employee, a visitor or a customer.
- 11) Fighting or attempting bodily harm to another employee, customer, or visitor while on duty as a LFRA employee.
- 12) Unauthorized possession of weapons or explosives on LFRA premises.
- 13) Indecent, vulgar, threatening, insulting, or abusive language or conduct while on duty as a LFRA employee.
- 14) Falsifying LFRA records, documents, and schedules and/or lying about a job-related matter. Failure to accurately record work at all times (including working "off the clock"), falsifying timekeeping or payroll records, or permitting others to do the same.
- 15) Working overtime required to be paid under the FLSA without authorization (except in emergency situations).
- 16) Unauthorized absence from work, failure of employee to communicate with supervisor, excessive unapproved absences, excessive tardiness and/or failure to report to work or call in.
- 17) Sleeping on duty (except when appropriate for 24 hour shift personnel), wasting time or leaving the workplace during working hours without permission.
- 18) Any no call, no show for 2 consecutively scheduled shifts is considered job abandonment and voluntary resignation (exceptions may include emergency FMLA or medical leave).
- 19) Failure to cooperate in a LFRA investigation.
- 20) Failure to report immediately any accident that occurs while on duty as a LFRA employee, or while using LFRA equipment, which results in personal injury or property damage.
- 21) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions which includes disabling, destroying or otherwise rendering ineffective any type of safety equipment or security system.
- 22) Smoking in restricted areas.



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- 23) Insubordination or refusal to perform work assignments.
- 24) Unsatisfactory work performance.
- 25) Mishandling or unauthorized disclosure of confidential LFRA information.
- 26) Failure to maintain any certification, licensure or credentials that are required for an employee's position with LFRA.
- 27) Failure to maintain a professional appearance, uniform or attire.
- 28) Violation of LFRA's "Violence in the Workplace" Administrative Regulation.
- 29) Violation of LFRA's "Harassment" Administrative Regulation.
- 30) Violation of LFRA operational and/or administrative policies.

As this list is not all-inclusive, any other action by an employee which in the judgment of any supervisor or division manager warrants discipline or discharge and which a reasonable person would expect to result in discipline either because it affects the employee's performance, the effective functioning of LFRA, including other employees, or undermines public trust in the integrity of LFRA.

## **Basis For Mandate:**

- LFRA Employees; Other Provisions Concerning Conflicts of Interest
- Internal governance

## **V. PROCEDURE:**

### **Typical Counseling and Disciplinary Actions**

Verbal Counseling – This is a meeting between the supervisor or designee and the employee which includes a description of the problem, expectations for improvement and potential consequences for failure to improve. Following this discussion, the supervisor or designee will provide the employee with a follow-up memo and provide a copy of the memo to Human Resources.

Written Warning - This is a written warning documenting a performance or conduct problem. The supervisor or designee completes the disciplinary action form, in conjunction with Human Resources, and discusses the problem, corrective action and potential consequences for failure to improve. Following this discussion, the form is placed in the employee's file in the Human Resources Department. All employees who receive a Written Warning will be asked to sign the disciplinary action form. If an employee refuses to sign, the supervisor will document the refusal.



# ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

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Final Written Warning\*\* - This is a written warning documenting a repetitive or serious performance or conduct problem. The supervisor or designee completes the disciplinary action form, in conjunction with Human Resources, and discusses the problem, corrective action and potential consequences for failure to improve. Following this discussion, the form is placed in the employee's file in the Human Resources Department. All employees who receive a Final Written Warning will be asked to sign the disciplinary action form. If an employee refuses to sign, the supervisor will document the refusal.

Suspension with Pay\*\* – May be given in conjunction with a Written Warning or Final Written Warning. The employee may be suspended with pay when: (1) time is needed for LFRA to investigate the facts and circumstances before a disciplinary decision is made; or (2) when a supervisor or designee decides to give an employee time (“decision day(s)”) to consider his/her employment with LFRA or to develop plans for improvement.

Suspension without Pay\*\* – May only be given: (1) in conjunction with a Written Warning or Final Written Warning; (2) during an investigation into conduct or poor performance which would likely result in termination or other serious disciplinary action; or (3) when the supervisor or designee believes the employee, who is facing serious disciplinary action needs decision day(s) to consider his/her employment with LFRA. A *de minimis* suspensions (2 days or less) without pay does not require Due Process, but does require the “Notice and Opportunity to Meet” procedures for Regular full-time and Regular part-time employees as outlined below.

Reduction in Pay\*\* - A reduction in base pay may only be given in conjunction with a Final Written Warning.

Involuntary Demotion\*\* – The involuntary reassignment of an employee to a lesser position. An involuntary demotion may only be given in conjunction with a Final Written Warning and only if an appropriate position is available (a position will not be created).

Termination\*\* – This is a decision to end an employee's work relationship with LFRA as a result of serious conduct or performance issues. The decision to pursue termination procedures are the responsibility of department managers or their designee.

## **\*\*Required Process for Supervisors Regarding Disciplinary Action**

A. If the proposed action involves a potential loss of base pay, please refer to LFRA's Administrative Regulation “Due Process”.

B. Termination without a prior Final Written Warning may only be imposed by the LFRA Fire Chief, who shall consult with the Human Resources Director prior to taking action. A Final Written Warning without a prior Written Warning may only be imposed by a division manager or their designee who shall consult with the Human Resources Director prior to taking action. If the Human Resources Director does not agree with the division manager or their designee, the issue will be resolved by the LFRA Fire Chief or his/her designee based on input from both the Human Resources Director and the employee's division manager or their designee.





# ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

## Discipline Notice and Process

### Probationary, Temporary or Seasonal Employees

When a Probationary, Temporary or Seasonal employee has received discipline he or she may dispute the discipline through the Administrative Regulation "Open Doors Program".

If a Probationary, Temporary or Seasonal employee has received serious discipline, he or she is not afforded due process as outlined in the Administrative Regulation "Due Process", but may dispute the serious discipline as above.

### Regular Full-Time and Regular Part-Time Employees

When a Regular full-time or Regular part-time employee has received discipline which does not result in a loss of base pay he or she may dispute the discipline through the Administrative Regulation "Open Doors Program".

## Serious Discipline Notice and Process

When a Regular full-time or Regular Part-time employee has received serious discipline he or she is afforded the procedures as outlined below.

### *Notice and Opportunity to Meet*

Generally, prior to imposing any serious discipline against an employee, the division manager or his/her designee will provide the employee with:

- Notice of the proposed action ("notice"), which shall include the basis for taking action ("charges"); and
- An opportunity to respond to the charges in an informal meeting.

Jointly, the division manager or his/her designee and the Human Resources Director may determine that more or less procedural protections are appropriate. For instance, in some situations, an employee may be informed of the charges against him/her at the time of the meeting. In other circumstances, an employee may only be provided with an opportunity to respond to charges after serious discipline is imposed.

### *Representation at the Meeting*

Although the employee may be accompanied by a representative, the employee must speak on his/her own behalf and may not use his/her representative to ask, or respond to, questions.

### *Decision*

The division manager or his/her designee shall submit a written decision to the employee and Human Resources Director within five (5) business days of the meeting. If the



# ADMINISTRATIVE REGULATION (AR)

**AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE** **Effective: 12/23/2015**

division manager or his/her designee needs additional time to consider the decision, he/she shall communicate the need for an extension to the employee and Human Resources Director within five (5) business days of the meeting. The serious discipline will be effective the date when delivered to the employee. For purposes of this policy, a decision shall be considered delivered on the date it is verbally communicated to the employee or, if not communicated verbally, on the date the written decision is mailed to the employee at his/her last known address.

If the decision includes termination, the termination shall act as a suspension without pay until the employee has exhausted the appeal procedure set forth in the Administrative Regulation "Due Process", or fails to avail himself or herself of such appeal procedure within the time allotted below. The suspension without pay shall convert to a termination upon either:

- The expiration of the appeal period, whereas the termination becomes effective the date the decision was delivered; or
- The date in which the hearing officer renders a decision upholding the termination.

For the procedures to appeal a serious discipline, please refer to the Administrative Regulation "Due Process".

Notwithstanding anything in this Administrative Regulation to the contrary, the LFRA Fire Chief shall at all times have the right to impose discipline or serious discipline directly, instead of such action being taken by the employee's division manager or his/her designee. When an employee has received discipline from the LFRA Fire Chief, he/she may dispute the discipline through the Administrative Regulation "Open Doors Program". When the LFRA Fire Chief is considering directly imposing serious discipline, he/she shall follow the procedure set forth in the Administrative Regulation "Due Process" with respect to direct serious discipline by the LFRA Fire Chief.

## VI. OTHER RELATED REGULATIONS & PROCEDURES:

AR-00003	Reduction-in-Force	Effective: 12/23/2015
AR-00027	Open Doors Program	Effective: 04/21/2009
AR-00054	Pay and Employment Decisions	Effective: 12/23/2015
AR-00043	Due Process	Effective: 12/23/2015
AR-00039	Drug-Free Workplace	Effective: 01/01/2015
AR-00037	Harassment	Effective: 04/07/2009
AR-00005	Violence in the Workplace	Effective: 04/08/2009

## VII. LFRA FIRE CHIEF SIGNATURE:



# ADMINISTRATIVE REGULATION (AR)

AR-00012 CONDUCT, PERFORMANCE AND DISCIPLINE

Effective: 12/23/2015

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**Mark Miller, Fire Chief**



## ADMINISTRATIVE REGULATION (AR)

AR-00043 DUE PROCESS

Effective: 12/23/2015

### I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority ("LFRA") divisions and departments, and all Regular full-time and Regular part-time employees. This regulation does not apply to Probationary, Temporary, Seasonal, or other non-~~regular~~Regular employees as described in the Administrative Regulation "Pay and Employment Decisions".

### II. PURPOSE:

This Administrative Regulation ensures that all ~~Loveland Fire Rescue Authority-LFRA~~ divisions and departments ~~and, and all Regular full-time and Regular part-time~~ employees, comply with and have an understanding of the hearing procedures regarding serious ~~disciplinary actions~~discipline and employment changes that adversely affect base pay. For purposes of this Administrative Regulation, "employee(s)" means a Regular full-time and Regular part-time employee(s), and does not include Probationary, Temporary, Seasonal, or other non-Regular employees as described in the Administrative Regulation "Pay and Employment Decisions".

### III. DEFINITIONS:

- **Employment change** refers to transfers/reassignments, promotions, voluntary or involuntary demotions, reclassifications, market adjustments, placement in a temporary assignment, restructuring, and/or position eliminations that are not associated with a ~~reduction in force~~RIF.
- **RIF** refers to Reduction-in-Force.
- **Serious ~~disciplinary action~~discipline** refers to any action, ~~taken in conjunction with discipline~~ that adversely affects an employee's base pay, including terminations, suspensions without pay, demotions and involuntary reductions in base pay.
- **Business days** refers to Monday through Friday, but excludes ~~Loveland Fire Rescue Authority~~LFRA designated holidays.
- **Base Pay** refers to the hourly wage for a ~~positions~~position's budgeted hours, not including any additional payments such as overtime, benefits, stipends, and/or bonuses.

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### IV. POLICY:

~~Regular employees~~ Employees who have successfully completed the probationary period are considered "for cause" and are eligible for due process. When a "for cause" employee has either received serious discipline or has an imposed employment ~~action~~change that results in adverse impact on base pay (excluding Collateral, Specialized, and temporary assignments) he ~~or~~ she is afforded the procedures as outlined below.

### V. PROCEDURE:

#### Employee Request for Hearing

A request for a hearing ("appeal") before the LFRA Fire Chief must be submitted to the Human Resources Director, in writing and signed by the employee, within five (5) business days

**Revision Dates:** 10/11/1993, 12/21/1994 [8-93], 12/9/1996, 4/27/1999, 3/31/2005 [A-13], 4/21/09, 7/24/2009, 8/9/2010, LFRA 2016



## ADMINISTRATIVE REGULATION (AR)

AR-00043 DUE PROCESS

Effective: 12/23/2015

of the date that the ~~department director~~division manager or his/her designee makes the decision serious ~~disciplinary action~~discipline is necessary ~~or an employment change is imposed that results in adverse impact on base pay~~. For purposes of this policy, a decision/employment change shall be considered delivered on the date it is verbally communicated to the employee or, if not communicated verbally, on the date the written decision/employment change is mailed to the employee at his/her last known address. The request shall state what adverse personnel action has occurred, when it occurred, why the action should not have occurred (i.e. mitigating circumstances) and what remedy is being sought. Failure to fulfill these basic appeal requirements may serve as a basis for the denial of an appeal and/or a limitation on the issues that will be considered on appeal.

The Human Resources Director or his ~~or~~/her designee (collectively referred to herein as "Human Resources Director") shall immediately notify the employee's ~~supervisor~~division manager or his/her designee and ~~The~~the LFRA Fire Chief of the appeal. A date, time and location for the hearing shall be set as soon as possible. Human Resources will notify all applicable parties of the date, time and location of the hearing.

The employee shall have a right to request copies of any written information that is in the employee's personnel file and other documents pertinent to the disciplinary proceeding that are not privileged and confidential as determined by the Open Records Act and/or the Colorado Criminal Justice Records Act. Documents beyond the scope of the personnel file will be subject to reproduction costs as referenced in the "Open Records" Administrative Regulation.

### Procedures at the Hearing

1. *Hearing Officer.* The ~~Loveland Fire Rescue Authority~~LFRA Fire Chief, or his/her designee, shall serve as the hearing officer for the proceedings and shall have full authority to render decisions regarding the action at issue. A hearing normally shall be set for a maximum of 3 hours, but at the discretion of the hearing officer may be longer if either party makes a written request for additional time. The hearing shall be considered quasi-judicial but is not subject to the Colorado Rules of Civil Procedure or the Rules of Evidence, except that only relevant evidence shall be allowed. The hearing officer shall have full authority to hear and resolve any issues relating to the conduct of the hearing and to establish hearing procedures consistent with this policy.
2. *Legal Counsel.* Both parties may be represented by legal counsel who may participate fully in the hearing. The employee shall notify the Human Resources Director at least five (5) business days before the hearing if he/she ~~retains~~will be represented by legal counsel ~~at the hearing~~. This may cause the hearing to be delayed while ~~the other party~~LFRA obtains legal counsel. The hearing officer ~~is~~is entitled to legal counsel and may use the advice of such legal counsel in determining any legal issue related to the hearing.
3. *Hearing Participants.* The following individuals are entitled to be present during the entire hearing: the employee subject to the action and his/her attorney, agent or advisory representative; the employee's ~~department director and~~ division manager ~~or his/her~~

**Revision Dates:** 10/11/1993, 12/21/1994 [8-93], 12/9/1996, 4/27/1999, 3/31/2005 [A-13], 4/21/09, 7/24/2009, 8/9/2010, LFRA 2016



## ADMINISTRATIVE REGULATION (AR)

AR-00043 DUE PROCESS

Effective: 12/23/2015

- designee; the employee's supervisors; any attorney or agent representing ~~the Loveland Fire Rescue Authority~~LFR; the hearing officer and his/her attorney or agent; and Human Resources representatives. Employee advisory or supporting representatives employed by ~~the Loveland Fire Rescue Authority~~LFR will not be paid for attendance but may use applicable leave accruals.
4. *Witnesses.* Either party may call witnesses to testify at the hearing. Witnesses shall not be sworn unless agreed to by both parties or ordered by the hearing officer. Both parties must submit a witness list to the opposing party and the Human Resources Director at least five (5) business days in advance of the hearing. The employee is responsible for requesting and coordinating the availability of ~~their~~his/her witnesses to attend the hearing. ~~The Loveland Fire Rescue Authority~~LFR will accommodate requests for time away from work to attend the hearing for ~~Loveland Fire Rescue Authority~~LFR employees who are called as witnesses to testify. ~~The Loveland Fire Rescue Authority~~LFR has no responsibility to ensure that non-~~Loveland Fire Rescue Authority~~LFR employee witnesses attend the hearing. Except for the hearing participants listed above, witnesses shall be sequestered and not allowed to hear the testimony of another witness.
  5. *Order of Presentations.* Both parties shall be entitled to a brief opening statement; ~~the Loveland Fire Rescue Authority's~~LFR's opening statement shall precede the employee's opening statement. After opening statements, ~~the Loveland Fire Rescue Authority~~LFR shall present its case. ~~The Loveland Fire Rescue Authority~~LFR may call witnesses on ~~the Loveland Fire Rescue Authority's~~LFR's behalf. The employee shall have the right to cross-examine any witnesses called by ~~the Loveland Fire Rescue Authority~~LFR. Following the close of ~~the Loveland Fire Rescue Authority's~~LFR's case, the employee may provide testimony to the hearing officer and may call witnesses on his-~~or~~her behalf. ~~The Loveland Fire Rescue Authority~~LFR shall have the right to cross-examine any witnesses called by the employee. At the discretion of the hearing officer, either party may call rebuttal witnesses. Both parties shall be entitled to a brief closing argument; ~~the Loveland Fire Rescue Authority's~~LFR's closing argument shall precede the employee's closing argument.
  6. *Record.* It shall be standard practice for the hearing to be audio recorded. Either party, at its own expense, may request that a court reporter transcribe the proceedings.
  7. *Continuance.* The hearing officer may grant a continuance for good cause shown at the request of either party or upon the hearing officer's own action.

### Decision

A written decision, containing the hearing officer's findings and decision, shall be sent to the employee, the employee's ~~supervisor~~division manager or his/her designee and the Human Resources Director within ten (10) business days of the ~~meeting~~hearing. If the hearing officer needs additional time to consider the decision he/she shall communicate the need for an extension to the employee and Human Resources Director within five (5) business days of the ~~meeting~~hearing. The ~~action~~hearing officer's decision will be effective when delivered to the

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## ADMINISTRATIVE REGULATION (AR)

AR-00043 DUE PROCESS

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employee. For purposes of this policy, a decision shall be considered delivered on the date it is verbally communicated to the employee or, if not communicated verbally, on the date the written decision is mailed to the employee at his/her last known address. The decision of the hearing officer shall be final and no further appeal within ~~the Loveland Fire Rescue Authority~~ LFRA shall be permitted.

If the ~~action is modified~~ hearing officer's decision modifies or ~~reversed~~ reverses all or a portion of the serious discipline action or employment change, any lost benefits and/or wages affected by the decision will be reversed and/or reimbursed within five (5) business days of the decision.

### LFRA Fire Chief's Right to Impose Serious Discipline or an Employment Change Directly

Notwithstanding anything in this Administrative Regulation to the contrary, the LFRA Fire Chief shall at all times have the right to impose serious discipline or an employment change directly, instead of such action being taken by the employee's supervisor(s) or division manager or his/her designee, as applicable.

Before deciding whether to impose serious discipline or an employment change directly, the LFRA Fire Chief shall notify the employee and the Human Resources Director in writing of the potential serious discipline or employment change being considered and the reason such action is being considered. Within five (5) business days of receiving such notice, the employee may submit to the Human Resources Director a written request for a meeting ("hearing") with the LFRA Fire Chief, a copy of which the Human Resources Director shall promptly provide to the LFRA Fire Chief. During the meeting, the LFRA Fire Chief shall present to the employee the evidence (documents, witness testimony, etc.) the LFRA Fire Chief believes supports the serious discipline or employment change being considered. The employee may then provide such evidence (documents, witness testimony, etc.) that the employee believes supports his/her position with respect to the potential serious discipline or employment change.

To the extent practicable, the parties will follow the procedures set forth in "Procedures at the Hearing" set forth above.

Within ten (10) business days of the meeting, or as soon thereafter as practicable, the LFRA Chief shall deliver in writing his/her findings and decision to the employee and the Human Resources Director. In rendering his/her decision, the LFRA Fire Chief, may a) withdraw the serious discipline or employment change being considered, b) impose the serious discipline or employment change being considered; or impose such modified serious discipline or employment change as the LFRA Fire Chief determines is appropriate. The LFRA Fire Chief's decision is final and cannot be appealed to within LFRA.

***Any questions regarding this policy should be directed to the Human Resources Director.***

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# ADMINISTRATIVE REGULATION (AR)

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## VI. OTHER RELATED REGULATIONS & PROCEDURES:

- AR-00012 Conduct, Performance and Discipline Effective: 12/23/2015
- AR-00054 Pay and Employment Decisions Effective: 12/23/2015
- AR-00003 Reduction-In-Force Effective: 12/23/2015

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## VII. ~~LOVELAND FIRE RESCUE AUTHORITY~~LFRA FIRE CHIEF SIGNATURE:

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Mark Miller, Fire Chief

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# ADMINISTRATIVE REGULATION (AR)

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Effective: 12/23/2015

## I. SCOPE:

This Administrative Regulation applies to all Loveland Fire Rescue Authority ("LFRA") divisions and departments, and all Regular full-time and Regular part-time employees. This regulation does not apply to Probationary, Temporary, Seasonal, or other non-Regular employees as described in the Administrative Regulation "Pay and Employment Decisions".

## II. PURPOSE:

This Administrative Regulation ensures that all LFRA divisions and departments, and all Regular full-time and Regular part-time employees, comply with and have an understanding of the hearing procedures regarding serious discipline and employment changes that adversely affect base pay. For purposes of this Administrative Regulation, "employee(s)" means a Regular full-time and Regular part-time employee(s), and does not include Probationary, Temporary, Seasonal, or other non-Regular employees as described in the Administrative Regulation "Pay and Employment Decisions".

## III. DEFINITIONS:

- **Employment change** refers to transfers/reassignments, promotions, voluntary or involuntary demotions, reclassifications, market adjustments, placement in a temporary assignment, restructuring, and/or position eliminations that are not associated with a RIF.
- **RIF** refers to Reduction-in-Force.
- **Serious discipline** refers to any action *taken in conjunction with discipline* that adversely affects an employee's base pay, including terminations, suspensions without pay, demotions and involuntary reductions in base pay.
- **Business days** refers to Monday through Friday, but excludes LFRA designated holidays.
- **Base Pay** refers to the hourly wage for a position's budgeted hours, not including any additional payments such as overtime, benefits, stipends, and/or bonuses.

## IV. POLICY:

Employees who have successfully completed the probationary period are considered "for cause" and are eligible for due process. When a "for cause" employee has either received serious discipline or has an imposed employment change that results in adverse impact on base pay (excluding Collateral, Specialized, and temporary assignments) he/she is afforded the procedures as outlined below.

## V. PROCEDURE:

### Employee Request for Hearing

A request for a hearing ("appeal") before the LFRA Fire Chief must be submitted to the Human Resources Director, in writing and signed by the employee, within five (5) business days

**Revision Dates:** 10/11/1993, 12/21/1994 [8-93], 12/9/1996, 4/27/1999, 3/31/2005 [A-13], 4/21/09, 7/24/2009, 8/9/2010, LFRA 2016



# ADMINISTRATIVE REGULATION (AR)

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of the date that the division manager or his/her designee makes the decision serious discipline is necessary or an employment change is imposed that results in adverse impact on base pay. For purposes of this policy, a decision/employment change shall be considered delivered on the date it is verbally communicated to the employee or, if not communicated verbally, on the date the written decision/employment change is mailed to the employee at his/her last known address. The request shall state what adverse personnel action has occurred, when it occurred, why the action should not have occurred (i.e. mitigating circumstances) and what remedy is being sought. Failure to fulfill these basic appeal requirements may serve as a basis for the denial of an appeal and/or a limitation on the issues that will be considered on appeal.

The Human Resources Director or his/her designee (collectively referred to herein as "Human Resources Director") shall immediately notify the employee's division manager or his/her designee and the LFRA Fire Chief of the appeal. A date, time and location for the hearing shall be set as soon as possible. Human Resources will notify all applicable parties of the date, time and location of the hearing.

The employee shall have a right to request copies of any written information that is in the employee's personnel file and other documents pertinent to the disciplinary proceeding that are not privileged and confidential as determined by the Open Records Act and/or the Colorado Criminal Justice Records Act. Documents beyond the scope of the personnel file will be subject to reproduction costs as referenced in the "Open Records" Administrative Regulation.

## Procedures at the Hearing

1. *Hearing Officer.* The LFRA Fire Chief, or his/her designee, shall serve as the hearing officer for the proceedings and shall have full authority to render decisions regarding the action at issue. A hearing normally shall be set for a maximum of 3 hours, but at the discretion of the hearing officer may be longer if either party makes a written request for additional time. The hearing shall be considered quasi-judicial but is not subject to the Colorado Rules of Civil Procedure or the Rules of Evidence, except that only relevant evidence shall be allowed. The hearing officer shall have full authority to hear and resolve any issues relating to the conduct of the hearing and to establish hearing procedures consistent with this policy.
2. *Legal Counsel.* Both parties may be represented by legal counsel who may participate fully in the hearing. The employee shall notify the Human Resources Director at least five (5) business days before the hearing if he/she will be represented by legal counsel at the hearing. This may cause the hearing to be delayed while LFRA obtains legal counsel. The hearing officer also is entitled to legal counsel and may use the advice of such legal counsel in determining any legal issue related to the hearing.
3. *Hearing Participants.* The following individuals are entitled to be present during the entire hearing: the employee subject to the action and his/her attorney, agent or advisory representative; the employee's division manager or his/her designee; the employee's supervisors; any attorney or agent representing LFRA; the hearing officer and his/her attorney or agent; and Human Resources representatives. Employee advisory or supporting representatives employed by LFRA will not be paid for attendance but may

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use applicable leave accruals.

4. *Witnesses.* Either party may call witnesses to testify at the hearing. Witnesses shall not be sworn unless agreed to by both parties or ordered by the hearing officer. Both parties must submit a witness list to the opposing party and the Human Resources Director at least five (5) business days in advance of the hearing. The employee is responsible for requesting and coordinating the availability of his/her witnesses to attend the hearing. LFRA will accommodate requests for time away from work to attend the hearing for LFRA employees who are called as witnesses to testify. LFRA has no responsibility to ensure that non-LFRA employee witnesses attend the hearing. Except for the hearing participants listed above, witnesses shall be sequestered and not allowed to hear the testimony of another witness.
5. *Order of Presentations.* Both parties shall be entitled to a brief opening statement; LFRA's opening statement shall precede the employee's opening statement. After opening statements, LFRA shall present its case. LFRA may call witnesses on LFRA's behalf. The employee shall have the right to cross-examine any witnesses called by LFRA. Following the close of LFRA's case, the employee may provide testimony to the hearing officer and may call witnesses on his/her behalf. LFRA shall have the right to cross-examine any witnesses called by the employee. At the discretion of the hearing officer, either party may call rebuttal witnesses. Both parties shall be entitled to a brief closing argument; LFRA's closing argument shall precede the employee's closing argument.
6. *Record.* It shall be standard practice for the hearing to be audio recorded. Either party, at its own expense, may request that a court reporter transcribe the proceedings.
7. *Continuance.* The hearing officer may grant a continuance for good cause shown at the request of either party or upon the hearing officer's own action.

## Decision

A written decision, containing the hearing officer's findings and decision, shall be sent to the employee, the employee's division manager or his/her designee and the Human Resources Director within ten (10) business days of the hearing. If the hearing officer needs additional time to consider the decision he/she shall communicate the need for an extension to the employee and Human Resources Director within five (5) business days of the hearing. The hearing officer's decision will be effective when delivered to the employee. For purposes of this policy, a decision shall be considered delivered on the date it is verbally communicated to the employee or, if not communicated verbally, on the date the written decision is mailed to the employee at his/her last known address. The decision of the hearing officer shall be final and no further appeal within LFRA shall be permitted.

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# ADMINISTRATIVE REGULATION (AR)

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### VI. OTHER RELATED REGULATIONS & PROCEDURES:

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- AR-00054 Pay and Employment Decisions Effective: 12/23/2015
- AR-00003 Reduction-In-Force Effective: 12/23/2015

### VII. LFRA FIRE CHIEF SIGNATURE:

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**Mark Miller, Fire Chief**

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## Agenda Item Cover

Item No.: 3

Meeting Date: May 25, 2016

Prepared By: Renee Wheeler, Administrative Director



### TITLE

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Review Draft Documents for the Equipment Ownership Transfer and the Station Leases

### EXECUTIVE SUMMARY

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Ireland Stapleton, LFRA attorneys, have prepared a draft of the documents required to transfer ownership of apparatus and equipment from the City of Loveland and the Loveland Rural Fire Protection District to the Loveland Fire Rescue Authority and to lease the stations/property owned by each governing partner. The objective of the meeting is to receive feedback on the shell documents so that the attorneys are assured that the documents meet the Board's intent.

### BACKGROUND

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The LFRA Board indicated at their March meeting that their intent was to recommend that the City and the Rural District transfer title of all apparatus and equipment currently used by LFRA to the Authority and to lease the station, the related land and associated improvements from each of the governing partners. The agreements would be between each partner and LFRA; therefore you will see four draft documents attached. The equipment is intended to transfer in its current condition. The maintenance and replacement would be the responsibility of LFRA. The ownership of the stations, land and the related improvements would be retained by either the City of Loveland or the Loveland Rural Fire Protection District. The routine maintenance and repairs the responsibility of LFRA and capital improvements and major repairs would be the responsibility of the owner, either the City or the Rural District. The intent is to retain the existing relationships for maintenance of the properties. The establishing intergovernmental agreement exhibit indicates that the City's Public Works Facilities Division maintains the City properties and charges LFRA a fee for that service by square foot. The Rural District properties are maintained by the Rural District on an as needed basis.

It is the intent of the Authority to continue the long standing positive relationship with the Fleet Division of the City of Loveland Public Works Department to maintain the LFRA fleet based on the same pricing structure it charges other City departments to maintain the City's Fleet. However, the equipment replacement fund will be maintained by LFRA starting January 1, 2017, and the money that has been contributed to the City's Fleet Replacement Fund for fire rolling stock would be transferred to LFRA including interest earnings on the accumulated balance. Since the Rural District has traditionally lease purchased equipment as replacement was necessary, options are being considered for equipment that may need to be replaced prior to the transfer of ownership (i.e., Tender 1, Tender 8 and Engine 8).

Lease agreements for the Administrative Offices at 410 East 5<sup>th</sup> Street and the Training Center would also need to be drafted based on the general direction and feedback on the station leases documents. It is anticipated that the Board will prefer a provision that if the City would terminate the lease on these two properties that similar space would be made available.

## Agenda Item Cover

Item No.: 3

Meeting Date: May 25, 2016

Prepared By: Renee Wheeler, Administrative Director



There are several revisions to the establishing intergovernmental agreement (IGA) that would be required in a fourth amendment to the IGA. A list of those revisions is included in the *Checklist for Completing the Loveland Fire Rescue Authority Real and Personal Property Lease/Transfer* document attached to this agenda item.

Once the LFRA Board approves the documents, they will need to be referred to the governing partners for official action. The intent is to have the process complete by year end.

### STAFF RECOMMENDATION

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Staff is requesting feedback on the draft documents so that the attorneys can work on final documents.

### FINANCIAL/ECONOMIC IMPACTS

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The value of the equipment would be taken off the balance sheets for each governing partner and be added to the balance sheet for LFRA. The relationship for the lease is in essence the same as it is currently with provisions that more directly addresses the responsibilities for property maintenance.

### ASSOCIATED STRATEGIC GOALS

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Deliver cost effective services.

### ATTACHMENTS

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- Fire Station Lease Agreement – City and Authority
- Fire Station Lease Agreement – Rural District and Authority
- Omnibus Bill of Sale – City and Authority
- Omnibus Bill of Sale – Rural District and Authority
- Checklist for Completing Real and Personal Property Lease and Transfer

## NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (City of Loveland Fire Stations **1, 2, 3, 5, and 6**)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

### ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in **Exhibit A**, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below).

### ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and terminates fifty (50) years from the Commencement Date ("*Term*").

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Agreement.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described in Section 1 of Article VIII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances.

### ARTICLE III – EXTENSIONS

The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

#### ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Annual rent for the Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

#### ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Term of this Lease, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair. If provided 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 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "**Establishing IGA**"), the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("**Facilities Support Services**") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 1, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services.

Section 2. Capital Improvements and Major Maintenance and Repairs. During the Term of this Lease, Landlord, at its own cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the written consent of the Landlord. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.



Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises (collectively, "*Utilities Services*"). If provided pursuant to the Establishing IGA, some or all of the Utilities Services may be included and paid for by the Tenant as part of the City of Loveland's Facilities Support Services.

## ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

## ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant also may, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms from any third party and its personnel participating in training activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

#### ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

#### ARTICLE IX – INSURANCE

Section 1. During the Term of this Lease, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord.

Section 2. Insurance Proceeds. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof shall be the sole property of Landlord, and if the proceeds necessary for such repair, restoration, rebuilding, or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Landlord shall suffer the deficiency.

Section 3. Subrogation. The Parties hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

#### ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or

destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

## ARTICLE XI – DEFAULT

### Section 1. Landlord's Remedies.

#### A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the

Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of

agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

## ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however,

that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

### ARTICLE XIII – HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Term or any renewal or extension of the Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by certified mail, return receipt requested, postage prepaid. Any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed.

### ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition

as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

## ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**



IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

Signed, sealed, and delivered in the presence of:

**LANDLORD: City of Loveland**, a Colorado home rule municipality

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**TENANT: Loveland Fire Rescue Authority**, a public entity of the State of Colorado

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Draft 5-17-16

**EXHIBIT A**

Fire Station 1 Legal Description  
Fire Station 2 Legal Description  
Fire Station 3 Legal Description  
Fire Station 5 Legal Description  
Fire Station 6 Legal Description

Draft 5-17-16

## NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (Loveland Rural Fire Protection District Fire Stations 4, 7, and 8)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the Loveland Rural Fire Protection District, a political subdivision of the State of Colorado, whose address is 1423 W. 29<sup>th</sup> Street, Loveland, CO 80538 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

### ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in Exhibit A, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below).

### ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and terminates fifty (50) years from the Commencement Date ("*Term*").

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Agreement.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described in Section 1 of Article VIII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances.

### ARTICLE III – EXTENSIONS

The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

#### ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

#### ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Term of this Lease, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair.

Section 2. Capital Improvements and Major Maintenance and Repairs. During the Term of this Lease, Landlord, at its own cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the written consent of the Landlord. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises.

## ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

## ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant may also, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms from any third party and its personnel participating in training activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

## ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

#### ARTICLE IX – INSURANCE

Section 1. During the Term of this Lease, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord.

Section 2. Insurance Proceeds. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof shall be the sole property of Landlord, and if the proceeds necessary for such repair, restoration, rebuilding, or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Landlord shall suffer the deficiency.

Section 3. Subrogation. The Parties hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

#### ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

#### ARTICLE XI – DEFAULT

Section 1. Landlord's Remedies.

A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The

Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of



said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

## ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

## ARTICLE XIII –HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Term or any renewal or extension of the Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by certified mail, return receipt requested, postage prepaid. Any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed.

#### ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts,

unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

## ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

Signed, sealed, and delivered in the presence of:

**LANDLORD: Loveland Rural Fire Protection District**, a political subdivision of the State of Colorado

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**TENANT: Loveland Fire Rescue Authority**, a public entity of the State of Colorado

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Draft 5-17-16

**EXHIBIT A**

Fire Station 4 Legal Description  
Fire Station 7 Legal Description  
Fire Station 8 Legal Description

Draft 5-17-16

**OMNIBUS BILL OF SALE  
(City of Loveland)**

The City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("**Seller**"), upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells to the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Buyer**"), its successors and assigns, all of the Seller's right, title, and interest in and to the following used Vehicles and Equipment (defined below):

All fire, ambulance, hazardous materials, rescue, command, and other fire, rescue, and emergency medical services ("**Emergency Services**") apparatus and vehicles, of whatever kind or nature whatsoever, and wherever located, now owned by the City of Loveland for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Vehicles**"); and,

All Emergency Services personal property, including equipment, materials, supplies, tools, gear, apparel, information technology, furniture, appliances, and all other personal property, of whatever kind or nature whatsoever, and wherever located, now owned by the City of Loveland for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Equipment**").

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLES AND EQUIPMENT HAVE BEEN PREVIOUSLY USED BY THE SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLES OR EQUIPMENT OR ANY PARTS THEREOF. THE BUYER EXPRESSLY TAKES THE VEHICLES AND EQUIPMENT IN "AS IS, WHERE IS" CONDITION.

SIGNED EFFECTIVE the \_\_\_ day of \_\_\_\_\_, 2016.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**SELLER:**

CITY OF LOVELAND, a home rule municipality of the State of Colorado

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF LARIMER     )

The foregoing Omnibus Bill of Sale was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Loveland, a home rule municipality of the State of Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BUYER:**

LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF LARIMER     )

The foregoing Omnibus Bill of Sale was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as President of the Board of Directors of the Loveland Fire Rescue Authority, a public entity of the State of Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**OMNIBUS BILL OF SALE  
(Loveland Rural Fire Protection District)**

The Loveland Rural Fire Protection District, a political subdivision of the State of Colorado, whose address is 1423 W. 29<sup>th</sup> Street, Loveland, CO 80538 ("**Seller**"), upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells to the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Buyer**"), its successors and assigns, all of the Seller's right, title, and interest in and to the following used Vehicles and Equipment (defined below):

All fire, ambulance, hazardous materials, rescue, command, and other fire, rescue, and emergency medical services ("**Emergency Services**") apparatus and vehicles, of whatever kind or nature whatsoever, and wherever located, now owned by the Loveland Rural Fire Protection District for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Vehicles**"); and,

All Emergency Services personal property, including equipment, materials, supplies, tools, gear, apparel, information technology, furniture, appliances, and all other personal property, of whatever kind or nature whatsoever, and wherever located, now owned by the Loveland Rural Fire Protection District for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Equipment**").

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLES AND EQUIPMENT HAVE BEEN PREVIOUSLY USED BY THE SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLES OR EQUIPMENT OR ANY PARTS THEREOF. THE BUYER EXPRESSLY TAKES THE VEHICLES AND EQUIPMENT IN "AS IS, WHERE IS" CONDITION.

SIGNED EFFECTIVE the \_\_\_\_ day of \_\_\_\_\_, 2016.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**SELLER:**

LOVELAND RURAL FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF LARIMER    )

The foregoing Omnibus Bill of Sale was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as President of the Board of Directors of the Loveland Rural Fire Protection District, a political subdivision of the State of Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BUYER:**

LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF LARIMER    )

The foregoing Omnibus Bill of Sale was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as President of the Board of Directors of the Loveland Fire Rescue Authority, a public entity of the State of Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CHECKLIST FOR COMPLETING  
LOVELAND FIRE RESCUE AUTHORITY  
REAL AND PERSONAL PROPERTY LEASE/TRANSFER**

Draft Prepared	Reviewed By All Counsel	Approved by Governing Bodies	Document	Number
<input checked="" type="checkbox"/> 5/17	<input type="checkbox"/>	<input type="checkbox"/>	Omnibus Bill of Sale (Apparatus/Vehicles/Equipment) – City	2395140
<input checked="" type="checkbox"/> 5/17	<input type="checkbox"/>	<input type="checkbox"/>	Omnibus Bill of Sale (Apparatus/Vehicles/Equipment) – District	2395144
<input checked="" type="checkbox"/> 5/17	<input type="checkbox"/>	<input type="checkbox"/>	Lease Agreement (Fire Stations) – City	2394584
<input checked="" type="checkbox"/> 5/17	<input type="checkbox"/>	<input type="checkbox"/>	Lease Agreement (Fire Stations) – District	2395138
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lease Agreement (Administrative Office) – City	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lease Agreement (Training Center) – City	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Fourth Amendment to the Establishing IGA:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Revise Section 6.1 to authorize/direct the Authority and City to enter into the Fire Station, Administrative Office, and Training Center Lease Agreements.</li> <li><input type="checkbox"/> Revise Section 6.2 to authorize/direct the City to transfer title to its apparatus, vehicles, and equipment to the Authority. The proceeds from any transferred apparatus/vehicles that are subsequently sold by the Authority shall be deposited into the Authority's apparatus replacement fund.</li> <li><input type="checkbox"/> Revise Section 6.4 and Exhibit B to clarify the scope of the services and the allocation formula used to charge the Authority for the services.</li> <li><input type="checkbox"/> Add fleet maintenance and repair to the City Services identified on Exhibit B.</li> <li><input type="checkbox"/> Revise Section 7.1 and Article VIII to authorize/direct the Rural District to transfer title to its apparatus, vehicles, and equipment to the Authority. The proceeds from any transferred apparatus/vehicles that are subsequently sold by the Authority shall be deposited into the Authority's apparatus replacement fund.</li> <li><input type="checkbox"/> Add a new Section authorizing/directing the Rural District to enter into the Fire Station Lease Agreement.</li> <li><input type="checkbox"/> Revise Section 9.2 to provide that if the Authority dissolves, the City and Rural District will divide the assets in proportion to their annual funding contribution, with the intent that each party be able to provide efficient and effective operations. If the parties cannot agree on the distribution, the assets will be sold and the funds distributed in proportion to their annual funding contribution.</li> </ul>	

# Agenda Item Cover

Item No.: 4

Meeting Date: May 25, 2016

Prepared By: Renee Wheeler, Administrative Director



## 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 April Monthly Report and any other topics of interest.

### April Monthly Report

- April Overview
- Training Center Annexation
- Training Center Master Plan/Design
- New Neighbors at the DC (FAB)
- Administrative Matters – Annual Report
- ISO News Release
- Moving Forward Tours
- Radio Communication Monopole Tower
- Operations Overview
- Community Safety Overview

### Other Topics of Interest

- Rural Apparatus replacement discussion
- Moving Forward Tours
- Training Center Drainage System Design proposal and Environmental issues/action
- Ladder 7 sold (potential supplemental request for use of proceeds)
- BNSF Railroad event and free tickets to ride the train – June 6th
- KTF – VIP invites
- FRAC positions - Rural openings

## 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.

## STAFF RECOMMENDATION

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N/A

## FINANCIAL/ECONOMIC IMPACTS

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N/A

## INTERGOVERNMENTAL AGREEMENTS SIGNED DURING THE MONTH

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IGA to donate dive suits and regulators to the Berthoud Fire Protection District

## ASSOCIATED STRATEGIC GOALS

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N/A

## ATTACHMENTS

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- Fire Chief’s Monthly Report
- Letters & Articles
- April Statistics



# Loveland Fire Rescue Authority April 2016 Month-End Report

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## Fire-Rescue Administrative Division

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

#### April 2016 Overview -

April leadership truism: Disruptive Leadership...it can be a good thing. That's what we are exploring the month of May at LFRA. Make sure to attend one of the *Moving Forward Tours* to hear more – details to follow.

*Highlights* of the April report include: Training Center Annexation; Training Center Master Plan; New neighbors in the Hood; LFRA Administrative items; ISO Official News Release; *Moving Forward Tours*; Radio Communication Monopole Tower.

#### Training Center Annexation -

The annexation of the new Training Center property has made it through unanimous approval by the Planning Commission and now on to the special review process. First reading before City Council is May 3<sup>rd</sup>. We are getting there...

#### Training Center Master Plan/Design -

As previously reported, we are moving forward with the Training Center Master Plan and have had several productive meetings. Currently we are working with an engineer in the burn building design process and it's proving to be a worthwhile effort in putting together a very functional, unique burn prop tower.

#### New neighbors at the DC (FAB) -

On April 22<sup>nd</sup>, City of Loveland Planning and Building department personnel moved into the FAB – now known as the Development Center (DC). Although it's a bit strange to be sharing the second floor of the building that has been solely occupied by LFRA admin personnel the past several years, we are enjoying getting know the new neighbors in the "hood". Overall, the concept of having all development folks under one roof should prove to be a good thing for our customers and make for a more efficient development process, *start to finish!*

#### Administrative Matters – Annual Report -

As usual, much is happening on the administrative front. In particular, Renee Wheeler, Cheryl Cabaruvias, and Chloe Romero, all put their creative efforts into completing the 2015 LFRA Annual report (available on our web page). Wow...it is an extremely comprehensive report full of interesting facts, figures and accomplishments from 2015. *I'm so proud of this organization!* Additionally, Renee Wheeler completed the 1<sup>st</sup> Quarter "Budget Biz" report with information related to our commitment to provide fiscal accountability. Additionally, as we continue in the maturation process, we are in the process of developing best options for the transition of equipment and real property over to the Authority. In May, we officially took over purchasing duties that were historically handled by City of Loveland Finance – again, part of the on-going normal maturation process.

Insurance Services Office (ISO) News Release –

As many of you know,, April 1, 2016 became the official date that our new ISO rating took effect. In case you missed it, here is the news release regarding this all important topic:

**MEDIA RELEASE****New fire risk assessment could lead to premium cuts***Ratings improve throughout LFRA coverage area*

**LOVELAND, April 19, 2016** – Most home and business owners within the fire protection coverage area of the Loveland Fire Rescue Authority likely will spend less for property insurance based on new risk ratings.

A new analysis from the Insurance Services Office (ISO), the private risk assessment agency serving the insurance industry, shows that improvements in LFRA operations, emergency communications and the region’s water supply network combine to lower the risk profile for most properties within the LFRA service boundary.

The ISO cut its assessment of risk by half in most of LFRA’s coverage area. The ratings are likely to translate to insurance premium reductions for property owners, depending on the coverage provider.

The ISO ratings are on a scale of one to 10, with lower numbers assigned to lower risks. The agency’s new assessment assigns a “public protection classification” (PPC) number to areas within LFRA’s coverage area, and to properties within the Big Thompson Canyon Volunteer Fire Department’s range. The ISO assigned:

- A rating of 2 for properties within five road miles of an LFRA station and 1,000 feet of a hydrant. The prior rating was 4.
- A 3 rating for properties within five miles of a station, but greater than 1,000 feet from a hydrant, requiring LFRA to transport water via tenders or shuttles. The previous rating was 6.
- An improved rating of 4, up from 10, for areas of the Big Thompson Canyon coverage district within five road miles of Drake’s Fire Station No. 8. Properties more distant were assigned a rating of 10.

The Loveland Fire Rescue Authority, formed in 2012, includes the City of Loveland and the Loveland Rural Fire Protection District. The ISO ratings were based on a site visit by the agency’s evaluators in January 2015, who also separately assessed the Big Thompson Canyon coverage area.

“In large part, this improved ratings are due to the outstanding services of the Loveland Emergency Communications Center, the local and regional water distribution systems (Loveland Water and Power Department), and significant improvements in LFRA operations, equipment, resources, and station locations,” LFRA Chief Mark Miller said.

“These ratings would not have been possible if not for the extraordinary services of our City departments and neighboring partners.”

Because insurance companies vary in the ways they apply ISO ratings, property owners should contact their providers to learn if premium reductions are available.

To view a map of the combined LFRA and Big Thompson Canyon coverage areas, color-coded to show the ISO’s public protection classifications, click [here](#), or visit [www.cityofloveland.org/fire](http://www.cityofloveland.org/fire). For more information or assistance, call 962-2497.

**Moving Forward Tours –**

As we do each year, we are hosting three (one for each fire shift) *Moving Forward Tours* over the course of the next few weeks. The Tours are akin to a State of the Department Address of sorts, in which we review the Annual Report, pass on pertinent information, share a vision of what's coming, and wrap it up with a brief leadership lesson. This year's *Moving Forward Tours* are scheduled for May 9, 12, and 26. If interested in attending. Let us know and we will provide you with times and locations. ***Keep Moving Forward...***

**Radio Communication Monopole Tower –**

It's up...finally! The new Radio Communication Monopole Tower is up, on the south side of the DC (not hard to see!). However, it's not fully functional yet, and all equipment from the existing tower will be migrated to the new tower the week of May 16<sup>th</sup>. At that time the "old" tower will be removed, and the new tower will be fully operational...and safe! This has been an arduous process, but we are thankful the actual construction process has gone smoothly. Thanks for your patience. See attached picture...

*Thanks for the support – it's our pleasure to serve you.*



13487  
VINCO  
VINCO  
VINCO

GROVE OM5275

VINCO

STATE



**Fire–Rescue Operations Division - Division Chief Greg Ward**  
*Response, Readiness, Resources & Relationships*

## April 2016

### **RESPONSE**

- On the 25<sup>th</sup> of March Engine 5, Tower 6 and Battalion 1 responded with Berthoud Fire to a structure fire on 2<sup>nd</sup> Street in Berthoud. One victim was rescued by the first arriving Berthoud Crew, unfortunately she did not survive. LFRA assisted with fire attack and ventilation operations, the fire was contained to one mobile home.
- Glen Haven Fire called for assistance for a residential fire on the 7<sup>th</sup> of March, the fire was located on Fox Creek Road in Glen Haven. LFRA Engine 2, Engine 8, Engine 294 and Battalion 1 responded to the scene, crews provided water supply for a fully involved house fire for several hours.
- Crews responded to a vehicle accident with extrication at I-25 and Crossroads Blvd on the 22<sup>nd</sup> of March. LFRA and Thompson Valley EMS found a single vehicle accident, with major damage to the vehicle on its top, the vehicle was in an unstable position under the overpass. Crews stabilized the vehicle and extricated the victim who did not survive the impact of the crash.

### **READINESS**

- LFRA hosted a three day modern fire behavior train the trainer class, the class was attended by personnel from LFRA, Berthoud Fire District, Front Range Fire Rescue, Laramie County Fire District 2, Platte Valley Fire District and the National Park Service. The Instructor, Lars Angerstrand is a Battalion Chief in Sweden, he is recognized world-wide for his modern fire behavior knowledge and research.
- Through the work of Captain Eric Klaas, LFRA had the honor of hosting a brand new Advanced Law Enforcement Rapid Response Training (active assailant response) for Fire, Police and EMS personnel. This three day class included classroom instruction and hand on simulations.
- Engineers Ricky Summer and Shelby Vrem completed the Colorado Division of Fire Prevention and Control Fire Officer 1 Certification class at Frederick-Firestone Fire District. Captain Jason Goodale served as the class coordinator, several other LFRA personnel assist with instruction and testing.
- Several LFRA personnel instructed portions of the Colorado Division of Fire Prevention and Control's Fire Officer 2 Certification class at the Berthoud Fire District. Captain Pat Mialy, Lieutenant Kurt Willson and Lieutenant Ben Andersen successfully completed this five day course.
- All Crews completed live fire multi-company drills simulating an apartment fire with poor apparatus access, crews worked on long hose stretches and flow path recognition/control.

### **RESOURCES**

- The Training Battalion completed a Firefighter Level I Academy for recently promoted Firefighter Devon Laughlin.
- Final design work continues by the Apparatus Committee on the new fire engine that has been ordered from SVI Trucks in Fort Collins.

### **RELATIONSHIPS**

- LFRA participated in Dispatch appreciation week by flying Loveland Emergency Communications Center flags on our apparatus, providing meals and presenting our dispatchers with an appreciation plaque and LFRA challenge coins.
- The Front Range Fire Consortium's Spring Academy utilized the Training Center and LFRA Instructors for four classes including fire behavior and flammable gas fires.
- The Aims, LFRA and Front Range Fire Rescue Firefighter 1 Academy is entering the final stages which include live fire training at the Training Center.



Berthoud 2<sup>nd</sup> Street Structure Fire



Glen Haven Structure Fire



LFRA supporting our Dispatchers



Live Fire Multi-Company Drills



I-25 & Crossroads Blvd MVA



Modern Fire Behavior Class



**Community Safety Division  
Division Chief, Ned Sparks  
April, 2015**

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

- ❖ Working with Parks on the annual 4<sup>th</sup> of July Fireworks show; fireworks, security, fencing and lighting are done. Letters to the Lake Loveland HOA requesting them to stay out of the secured area on the lake have been sent out.
- ❖ Review of existing pub-ed programs and creating a new direction is moving forward. LFRA hosted the meeting with American Red Cross, LETA, TVEMS, R2J and we are in the process of creating a multi-discipline approach. The next meeting is to compare programs that are currently in use, identify areas that overlap between disciplines, create a joint curriculum and develop a proposed schedule using the current school year as a template. R2J has offered to take on the scheduling of the resources and will create pre and post test
- ❖ Meeting with the owners of Firehouse Storage and Larimer County Planning and Building to discuss the issues at the site. The matter has been resolved; the owner of the property has been given a waiver to the condition of asphalt or concrete by using recycled asphalt. This decision is in alignment with the County Commissioners waiving the condition previously. LFRA has agreed to the reduced requirement against the recommendation of the Fire Chief and Fire Marshal.
- ❖ Met with the owner of the Lovelander Apartments regarding the safety of the building; the COL Chief Building Official was in attendance. The next step, meet with legal and determine a course of action.
- ❖ DRT - Empowerment committee;
  - Create clear training and expectations how the DRT operates – empowering reviewers to make decisions and offer alternatives within the scope of their job duties.
  - Develop an email group for escalating the problem to the mid-managers and directors. Create a template that provides an overview of the project and attempt to prevent blindsiding upper management.
  - Discussion with Legal on specific projects that require deviation from code compliance should take place prior to allowing the change in plan conditions. The person who makes the final determination on a waiver should sign off the plans.
  - Attempt to gain upper management support and educate decision makers how the development review process functions and recommend utilizing an appeal process.

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

City Building/Fire project review:

- High Country Beverage and Swire 2534 (Coca-Cola distributor) have also submitted site plans for review for 2534 area.
- Meetings with FITs, Lt.'s & Capt.'s, BC's and DFM Dann to discuss the FIT program and how we can continue to make it better.
- Quarterly Water District/CoL Water meeting.
- CSD rearrange office for the internal remodel.
- CSD provide new FF Devon orientation / training how CSD operates.
- Meeting with CBO and Ingrid to request some negotiations on code requirements for his 348 N Jefferson Ave apt. building.
- High Country Beverage has submitted permit plans -130,722 s.f. building
- Swire has submitted permit plans for Core and Shell - 126,163 s.f. warehouse
- Provided tutorial for the intern assigned to the City Manager's office - some orientation on the permitting / concept review process

Johnstown & County project review:

- Finished final inspections, including radio amplification system at Liberty Firearms
- Core and Shell on Scheels complete, still waiting for tenant build-out permit submittal
- Collinswood Designs – In process of working through the Larimer County Building Dept. and LFRA to meet wood working and spray booth requirements.
- Larimer County Humane Society – beginning building plan review process.

PIO, Website & Public Education (Scott):

- ✓ 2 new business inspections
- ✓ 3 school and business re-inspections (compliance visits)
- ✓ 10 car seat installations
- ✓ 1 Knox box update
- ✓ 1 BEC event standby
- ✓ Numerous LFRA social media posts
- ✓ Numerous LFRA website updates
- ✓ Distributed street closure letters to residences affected by Colorado Children's Day event
- ✓ Colorado Children's Day event planning meeting, preparation, event, and clean up
- ✓ Public education program collaboration meeting with other agencies
- ✓ Press release for new ISO ratings
- ✓ Created new webpage for ISO ratings
- ✓ PIO duties for Glen Haven fire, fatal vehicle crash and other incidents
- ✓ Provided emergency management and public education training for Devon Laughlin
- ✓ Attended severe weather training (3 hours)
- ✓ Attended NOCO Communicators/PIO meeting at MCR
- ✓ Attended Colorado Emergency Managers Conference (24 hours)
- ✓ Compiled and provided some 2015 year-end stats and photos for Cheryl
- ✓ Various CSD staff meetings

Accreditation, Fracking, Inspections, Investigations (Ty):

- ✘ Received LFRA/Elks Firefighter of the Year Award!
- ✘ EOC working with Emergency Management:
  - 3/23: Scribe during snow storm
- ✘ Accreditation:
  - Added 2015 response performance to Standards of Cover document
  - Analyzed response performance for BTCVFD and TVEMS
  - Completed March response performance for LFRA
  - Facilitated 3-day class on Quality Improvement through Accreditation
  - Facilitated quarterly meeting for Rocky Mtn Accreditation Consortium
  - Reviewed documents for Morrisville (NC) Fire Department for peer assessor site visit
  - 4/17-4/21: Morrisville Fire Department peer assessor site visit
- ✘ ISO:
  - Worked with Chief Miller and Barbara Woolf to develop new ISO PPC rating maps
- ✘ NFIRS:
  - Update missing lat/long info for 5 NFIRS reports
  - Met w/ Klaas, Cerovski and Ward re possible changes to EMS reporting
- ✘ Investigations:
  - Consulted with DeDecker and Engelhardt on Drake fire investigation
  - 3/25: Assist Berthoud Fire Department with fatal fire investigation

- 4/12: Attend AAR for Berthoud fatal fire
- ✘ Inspections:
  - Reviewed and approved 10 burn permits
  - HMP inspection x3, General inspections x5, facilitate tour of Blue Ocean Aviation for FIT2 and E6
  - Reviewed proposed draft of hazmat permit policy for Windsor Severance Fire Rescue
- ✘ Training:
  - Inspection and Investigation of Kitchen Hood Systems (16 hrs)
  - Quality Improvement through Accreditation (24 hrs)
  - Wildland shelter deployment (1 hr)
    - Completed all Red Card renewal requirements
  - Train Allen on ETI processes
- ✘ Assist Operations:
  - 4/4: Acting Lt on E5 (1630-1830)
- ✘ BEC standby:
  - 3/24 – Disney on Ice (4.5 hrs)
  - 4/8 – Monster Trucks (4 hrs)
  - 4/9 – Monster Trucks (8 hrs)
  - 4/16 – Democratic Convention (16 hrs)

### **Childrens Day 2016**



**“Thank you” to all who participated with the event!**

## Office of Emergency Management – April 2016 Activities Report

### Significant events:

The Mitigation Master Plan project is on schedule. The Baker / Logan Simpson Team are now in the technical writing phase of the main document.

A review team is currently evaluating the contractor proposals for the Disaster Recovery Plan. Interviews will be held with the top 3 companies on May 6th and a final selection will be made immediately afterward. We hope to have a service contract in place and work started by the end of May, if not sooner.

A new, full application was compiled and sent to the state to be forwarded to FEMA for their review. We are formally requesting a change of installation for the generator and the state asked us to make a whole new application for this request. The response could be anytime in the next 60 days. There will be a new period of performance for the project if the change is approved.

### Flood Recovery

- Attended on-going city recovery planning meetings

### Operations and Maintenance

- Collaborated with IT Dept for installation of digital matrix in EOC
- Met with Capt. Gilbert ref: new communications tower project
- Met with IT ref EOC computers

### Planning and Documentation

- Met with Dispatch ref: EOC activation needs / requests of dispatch
- Met with state contractors ref: I25 re-routing
- Met with MMP contractor for project planning session
- Facilitation of IGA for Hazmat calls in the county – in progress
- COOP final draft out for another comment period

### Emergency Preparedness Relationships

- Attended LCEHC meeting
- Attended NCEM meeting
- Attended Operations Meeting
- Attended Pub Ed program development meeting with partner agencies
- Attended dignitary visit planning meeting
- Attended 2016 Healthcare Preparedness Summit
- Attended 2016 Larimer County All Hazards Summit Meeting
- Met with Lori H. Ref EMAP

### Grants

- Submitted new HMPG application to change scope of work for generator
- Worked with Cheryl to build 2016 EMPG Q1 report

### Training and Public Outreach

- Facilitated delivery of severe weather training / weather spotter cert class
- Facilitated delivery of OEM intro class to FF Laughlin

### Training Received

- Completed 1 week Fire Officer 2 certification class
- Attended budget training provided by Renee

### Exercises

- Attended 2016 Airport exercise development meeting

### Other

- 

### EMPG Grant-Required Work Plan Items

- EMF 1 – reports were submitted for Q1 in April
- EMF 2 – CRRF review completed, revised document submitted to state
- EMF 2 - IGA for Hazmat calls in the county – in progress
- EMF 3 - Local THIRA completed as part of HMP update; in processes of finalization
- EMF 4 - Mitigation Master Plan project on schedule; contractor in technical writing phase
- EMF 5 – COOP under additional comment period
- EMF 6 - Attended 2013 Flood Recovery meetings
- EMF 6 – Proposals under review for Disaster Recovery Plan consultant
- EMF 7 – On-going implementation of training as outlined in the 2016 TEP
- EMF 7 – NIMS training on-going; current city-wide compliance is 83%
- EMF 8 - On-going implementation of exercise as outlined in the 2016 TEP
- EMF 8 – 2016 Airport FSE under development
- EMF 9 - LCEHC meeting held on April 6, 2016
- EMF 10 – Communications test scheduled for May 7, 2016
- EMF 11 – Final draft of COOP under additional comment period
- EMF 12 - IGA for Hazmat calls in the county – in progress
- EMF 13 – Pending. Working with FM for access to WebEOC resource database from my profile
- EMF 14 – EOC technology upgrades - in progress
- EMF 15 – Draft ESF 15, JIS/JIC emergency communications plans – in progress



**From:** [Facebook](#)  
**To:** [Renee Wheeler](#)  
**Subject:** [C.L. Sauer] New message from C.L. Sauer  
**Date:** Tuesday, April 05, 2016 8:58:14 PM

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Conversation between C.L. Sauer and Loveland Fire Rescue Authority

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**C.L. Sauer**

8:28pm Apr 5

Good Evening,

I'm not certain that I am sending this to the appropriate party, but please feel free to direct me elsewhere, or to forward the below through the appropriate channel.

I wanted to send a tremendous level of applause and gratitude to Scott Pringle who has repeatedly assisted us with carseat installs. He is tremendously gracious, kind and thoroughly educational. While I am more than physically capable of installing my own carseat, I continue to remember our pediatrician stating to me that improperly installed carseats are the number one cause of injury to young children. I'm thankful that Scott has educated us throughout several carseat transitions, and I always feel much more secure with our daughter in the car following his assistance. Scott in my eyes, and in the eyes of our family, is truly a gracious and respected guardian of the community.

We are grateful to Scott for his repeated assistance, his tremendous courtesy, patience- and in addition for the many other tasks he performs on a daily basis for our community.

Thank you Loveland Fire Rescue Authority for all that you do (we know that it is not just confined to fighting fires). We are grateful on so many levels for all that you do within our community! And, again- thank you specifically to Scott Pringle. Your efforts have not gone unrecognized!

With Sincere Gratitude,

Christina L. Sauer & Family

---

[View Conversation on Facebook](#)

This message was sent to [renee.wheeler@cityofloveland.org](mailto:renee.wheeler@cityofloveland.org). If you don't want to receive these emails from Facebook in the future, please [unsubscribe](#).

Facebook, Inc., Attention: Community Support, Menlo Park, CA 94025

**From:** [Greg Ward](#)  
**To:** [Fire Dept](#)  
**Subject:** Fwd: CSU Extension & PetAid Grant  
**Date:** Monday, May 02, 2016 5:18:19 AM

---

LFRA,

At the bottom of this email chain is a link to a new CSU disaster planning page that specific deals with planning and animals.

On the page is a video called Saving Pets, Saving People, our own Engineer Gonzales is featured in the video!

Great work Gina! Thank you for representing LFRA and the Compassion that you have for our citizens and their pets!

**Greg Ward**  
***Division Chief – Operations***  
Loveland Fire Rescue Authority



[970-962-2806](tel:970-962-2806) - office

[970-962-4761](tel:970-962-4761) - cell

[www.cityofloveland.org](http://www.cityofloveland.org)

<https://twitter.com/LovelandFRA>

Begin forwarded message:

CSU Extension recently completed a large project to educate people about animal disaster planning. The link below provides the details on the project and the toolkit. They also did a nice video featuring both Routt and Larimer Counties and our planning efforts. Just click on the link below to access the documents.

Lori H.

----- Forwarded message -----

From: **Karen Crumbaker** <[crumbakm@co.larimer.co.us](mailto:crumbakm@co.larimer.co.us)>

Date: Fri, Mar 25, 2016 at 11:20 AM

Subject: Re: CSU Extension & PetAid Grant

To: Abby Powell <[PowellA@co.larimer.co.us](mailto:PowellA@co.larimer.co.us)>, Andy Russell <[arussell@poudre-fire.org](mailto:arussell@poudre-fire.org)>, Bill Porter <[bporter@larimerhumane.org](mailto:bporter@larimerhumane.org)>, Bob Herrfeldt <[bherrfeldt@larimer.org](mailto:bherrfeldt@larimer.org)>, Brandon Garcia <[bgarcia@poudre-fire.org](mailto:bgarcia@poudre-fire.org)>, Chris Wolf <[cwolf@poudre-fire.org](mailto:cwolf@poudre-fire.org)>, Curt Hegstrom <[chegstrom@poudre-fire.org](mailto:chegstrom@poudre-fire.org)>, Gina Gonzales <[gina.tearteam@hotmail.com](mailto:gina.tearteam@hotmail.com)>, Hugh Templeton <[hughtmpltn@gmail.com](mailto:hughtmpltn@gmail.com)>, Judy Calhoun <[jcalhoun@larimerhumane.org](mailto:jcalhoun@larimerhumane.org)>, Mark Schleicher <[mbs9rl9@aol.com](mailto:mbs9rl9@aol.com)>, Mike Gavin <[migavin@poudre-fire.org](mailto:migavin@poudre-fire.org)>, Nicole Schleicher <[nschleicher@poudre-fire.org](mailto:nschleicher@poudre-fire.org)>, Pat Mialy <[pat.mialy@cityofloveland.org](mailto:pat.mialy@cityofloveland.org)>, Lori Hodges <[lrhodges@larimer.org](mailto:lrhodges@larimer.org)>, plpallone <[plpallone@gmail.com](mailto:plpallone@gmail.com)>

Happy Friday!

The final products of the USDA CSU Extension/PetAid Animal Disaster Planning grant are available. Ragan Adams, CSU Extension VTH, will be sending many of you a copy of the guide and video. They are also available on the website below:

The outcomes of the grant were: (1) to create a step-by-step guide to build an animal disaster plan and develop necessary response capacity for a community to be shared with Extension throughout the country on the Extension Disaster Education Network; (2) create four Disaster Animal Sheltering webinars; (3) produce a 16 minute video, "Saving Pets, Saving People", that provides an overview of the community process of animal disaster planning. Larimer and Routt Counties are featured due to their success. Check it out, you'll recognize some folks --  
<http://extension.colostate.edu/disaster-web-sites/community-animal-disaster-planning-toolkit/>

Again, it was a pleasure getting to know you and work with you on this project!

Karen

----

**Karen M. Crumbaker**  
 Extension Agent, Ag/Natural Resources  
 CSU Larimer County Extension  
 1525 Blue Spruce Drive  
 Fort Collins, CO 80524  
[\(970\) 498-6003](tel:(970)498-6003)  
 Fax: [\(970\) 498-6025](tel:(970)498-6025)



**From:** [Greg Ward](#)  
**To:** [Eric Klaas](#); [Jason Goodale](#); [Robert Carmosino](#); [Greg Gilbert](#); [Mark Lyons](#); [Dave Schuetz](#); [Cy Pollema](#); [Jeremy Adent](#); [Jason Starck](#); [Jason Caughey](#); [Michael Cerovski](#); [Ricky Summer](#); [Curtis Burke](#); [Renee Wheeler](#)  
**Cc:** [Tim Smith](#); [Rick Davis](#); [Mark Miller](#); [Ned Sparks](#); [Renee Wheeler](#); [Fire Dept](#)  
**Subject:** Fwd: Thank you  
**Date:** Sunday, May 01, 2016 7:40:03 AM  
**Attachments:** [image002.jpg](#)

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**BCs Cerovski & Starck, Captains Carmosino, Gilbert, Goodale, Klaas, Lyons & Schuetz, Lieutenants Adent & Pollema,**

Please see the below email from the National Park Service regarding the Lars Ågerstrand Modern Fire Behavior Class. Outstanding work once again, your professionalism is first class! Thank you for your *Commitment* to our organization, your unwavering desire to improve our *Readiness* and the *Relationships* that you build along the way.

**BC Starck**, outstanding work coordinating this class. Your efforts will have a significant impact on our personnel's understanding of fire behavior. This will have a direct impact on our *Response* capability. Thank you!

**Renee**, thank you for working through the overseas payment and paperwork issues to get Lars here! Your *Commitment* to LFRA helps us achieve so many things as well as continually improving our *Resources*. Thank you!

**Engineers Burke & Summer** (I'm sure you had others that helped), your work on the new fire behavior burn prop is greatly appreciated. Your talents have helped provide a training *Resource* that will be a vital part of LFRA's training curriculum for the future. Thank you!

**Chief Caughey**, you have provided us with the connections to move down this road much quicker than we ever expected. We are where we are on our intelligent firefighter journey because of our *Relationship* with you and LCFD2. Thank you!

**Greg Ward**  
*Division Chief – Operations*  
 Loveland Fire Rescue Authority



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[www.cityofloveland.org](http://www.cityofloveland.org)

<https://twitter.com/LovelandFRA>

**From:** Anderson, Eric [[mailto:eric\\_anderson@nps.gov](mailto:eric_anderson@nps.gov)]

**Sent:** Friday, April 29, 2016 3:54 PM

**To:** Caughey, Jason <[jcaughey@lcf2.net](mailto:jcaughey@lcf2.net)>; Jason Starck <[Jason.Starck@lfra.org](mailto:Jason.Starck@lfra.org)>

**Cc:** Hal Spencer <[Harold\\_Spencer@nps.gov](mailto:Harold_Spencer@nps.gov)>

**Subject:** Thank you

Chief,

I just wanted to thank both of you for the opportunity to participate in the fire behavior training last week. It was a very worthwhile course, and we appreciate you inviting the NPS to participate.

Personally, I really enjoyed meeting both of you as well as your firefighters. Loveland FD made me feel welcome and was very accommodating. Loveland and Laramie District 2 should both be proud of the professionalism demonstrated, particularly during live-fire operations. I hope to have the opportunity to work with you in the future. Please let me know if you're ever in the Boise area.

Eric

--

Eric Anderson  
Structure Fire Training Specialist  
National Park Service  
National Interagency Fire Center  
(208) 387-5786 Office

-----Original Message-----

From: Julie Piotraschke [<mailto:juliep2@me.com>]

Sent: Tuesday, April 26, 2016 5:15 PM

To: Jason Licon <[Jason.Licon@cityofloveland.org](mailto:Jason.Licon@cityofloveland.org)>

Subject: Re: Visit...

Hi Jason!

WOW!!! What an adventure we all had! Between the plane, the cockpit and the firetrucks with the large water cannons - the kids were over the moon with excitement. The bus trip back was great listening to their favorite parts... Thank you so much for being so flexible and accommodating. I know you went out of your way to arrange the planes and make sure there was staff on hand to help out. Please thank the firefighters for their help!

I will forward the pictures I have - use however you'd like..

Regards,

Julie

THANK YOU SO MUCH FOR YOUR  
CARING + PROFESSIONAL HANDLING  
OF MY EMERGENCY SITUATION.  
THANK GOODNESS IT TURNED OUT  
NOT TO BE A HEART ATTACK - IT  
ALSO WASNT THE FLU - IT WAS  
VERTIGO.



*It takes thoughtful individuals  
like you, to help others in their  
time of greatest need.*

*[Redacted signature]*





*This Certificate of Appreciation is given to the*

***Loveland Fire Rescue Authority***

*For providing the use of the Training Room located within the Fire Training Center for the purpose of conducting our 2016 Commercial Motor Vehicle Inspector Update Training. This was an exceptional opportunity for the Colorado State Patrol to work with your department and continue to promote traffic safety on the roads of Colorado.*

  
\_\_\_\_\_  
Signature

April 19, 2016  
\_\_\_\_\_  
Date



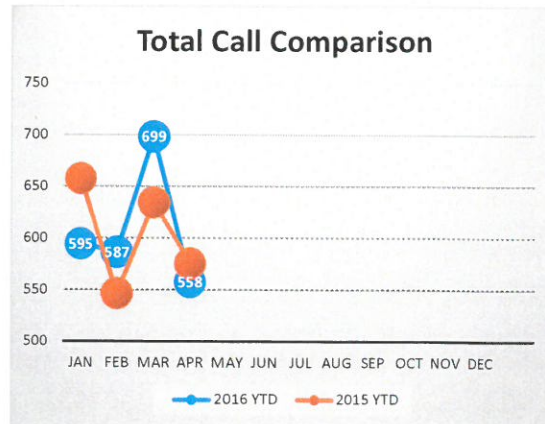
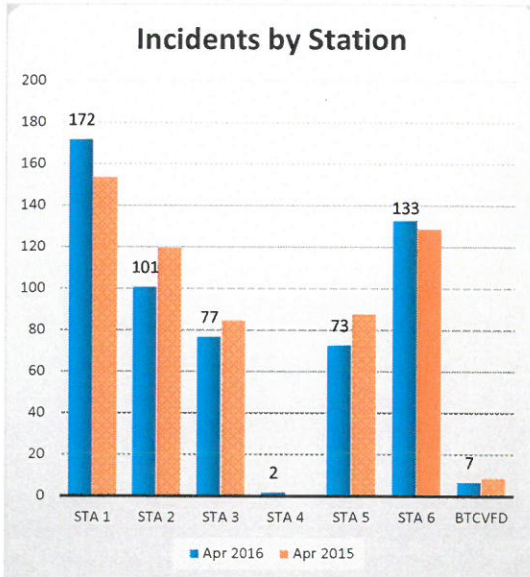


## LOVELAND FIRE RESCUE AUTHORITY - Operations Division April, 2016

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	2	3	16			
Vehicle Fire	2	2	4	14			
Grass/Wildland or Other Outside Fire	3	2	5	21			
Fire Alarm	57	1	58	240			
Smoke Investigation	9	3	12	59			
Other Fire Related	0	0	0	1			
<b>TOTAL FIRE RELATED</b>	<b>72</b>	<b>10</b>	<b>82</b>	<b>351</b>	<b>14.30%</b>	<b>324</b>	<b>13%</b>
<b>TOTAL EMERGENCY MEDICAL SERVICES (EMS)</b>	<b>283</b>	<b>27</b>	<b>310</b>	<b>1,284</b>	<b>52.32%</b>	<b>1,345</b>	<b>55%</b>
Motor Vehicle Accident (MVA)	39	10	49	230			
Extrication	5	0	5	12			
Technical Rescue	1	0	1	6			
HazMat	5	1	6	42			
Hazardous Conditions	1	0	1	10			
ARFF	2	0	2	11			
Public Service	28	5	33	191			
Assist PD or Other FD	2	0	2	20			
Standby	0	0	0	12			
Good Intent Call, Other	0	0	0	3			
Dispatched & Cancelled en Route	42	15	57	237			
Wrong Location	0	0	0	0			
No Incident Found on Arrival on Scene	7	3	10	45			
Special Type of Incident, Other	0	0	0	0			
<b>TOTAL MISCELLANEOUS</b>	<b>132</b>	<b>34</b>	<b>166</b>	<b>819</b>	<b>33.37%</b>	<b>755</b>	<b>31%</b>
<b>MONTH TOTAL</b>	<b>487</b>	<b>71</b>	<b>558</b>	<b>2,454</b>	<b>100%</b>	<b>2,424</b>	<b>100%</b>
<b>YEAR TO DATE TOTAL</b>	<b>2,092</b>	<b>362</b>	<b>2,454</b>				
<b>CITY VS. RURAL DISTRIBUTION YEAR TO DATE</b>	<b>85.25%</b>	<b>14.75%</b>					

**2**

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 April, 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	11	1:17	1:18	6:11	7:04
	90th		1:47	1:58	10:25	11:22
Structure Fire: Rural Response Area	Average	2	6:44	1:28	47:50	49:18
	90th		11:03	1:55	47:50	49:18
C,D,E Medicals: Urban Response Area	Average	316	1:53	1:09	3:56	5:06
	90th		3:03	1:50	6:53	7:53
C,D,E Medicals: Rural Response Area	Average	22	1:40	1:00	34:30	49:30
	90th		3:11	1:43	28:18	58:18

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 April 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	1	3
113 - Cooking Fire, Confined to Container	1	7
140 - Natural Vegetation Fire, Other	1	3
143 - Grass Fire	3	17
154 - Dumpster or Other Outside Trash Receptacle Fire	1	4
324 - Motor Vehicle Accident with No Injuries	1	6
350 - Extrication, Rescue, Other	1	6
352 - Extrication of Victim(s) from Vehicle	1	6
440 - Electrical Wiring/Equipment Problem, Other	1	9
553 - Public Service	1	6
611 - Dispatched & Cancelled En Route	3	12
622 - No Incident Found on Arrival at Dispatch Address	4	27
631 - Authorized Controlled Burning	2	13
651 - Smoke Scare, Odor of Smoke	3	22
652 - Steam, Vapor, Fog or Dust Thought to be Smoke	1	7
743 - Smoke Detector Activation, No Fire - Unintentional	1	7
745 - Alarm System Activation, No Fire - Unintentional	1	8
<b>Month Total</b>	<b>27</b>	<b>163</b>

STRUCTURE LOSS/SAVE INFORMATION				
Type of Fire	City		Rural	
	Loss	Save	Loss	Save
Residential Structure	-	-	-	-
Commercial Structure	-	-	-	-
Other Fires	-	-	-	-
<b>MONTH TOTAL</b>	-	-	-	-
<b>YEAR TO DATE TOTAL</b>	<b>113,681</b>	<b>1,596,222</b>	<b>556,002</b>	<b>28,934</b>

All Fires Confined to Room of Origin YTD	67%
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## LOVELAND FIRE RESCUE AUTHORITY April, 2016

MUTUAL AID AND AUTOMATIC AID				
	Received	Hours	Given	Hours
Poudre Fire Authority (PFA) 2016	7	3	20	5
Previous Year to Date 2015	12	4.5	36	14.5
Berthoud Fire Department (BFD) 2016	3	2	15	10.5
Previous Year to Date 2015	1	1	10	3
Windsor Severance Fire Rescue (WSFR) 2016	10	3.5	15	4.5
Previous Year to Date 2015	27	10	8	4
Front Range Fire Rescue (FRFR) 2016	7	4.5	15	7
Previous Year to Date 2015	5	3.5	7	5
Big Thompson Canyon Fire Dept. (BTFD) 2016	0	0	18	27
Previous Year to Date 2015	1	1	9	6
Estes Valley Fire Prot District (EVFPD) 2016	0	0	4	19
Previous Year to Date 2015	0	0	0	0
<b>CURRENT YEAR TO DATE TOTAL (2016)</b>	<b>27</b>	<b>13</b>	<b>87</b>	<b>73</b>
<b>PREVIOUS YEAR TO DATE TOTAL (2015)</b>	<b>46</b>	<b>20</b>	<b>70</b>	<b>32.5</b>

TRAINING AND RESERVE	TRAINING HOURS			
	CURRENT MONTH	PREVIOUS MONTH	PREVIOUS YEAR	CURRENT YEAR TO DATE
SHIFT	1,391.0	1,648.3	5,215.0	6,073.0
RESERVIST	9.0	11.0	205.0	53.5
ADMIN	39.5	89.5	274.0	232.0
<b>TOTAL</b>	<b>1,439.5</b>	<b>1,748.8</b>	<b>5,694.0</b>	<b>6,358.5</b>
RESERVIST SHIFT HOURS	119.0	101.0	1,327.8	482.0

	SPECIALIZED DISCIPLINES TRAINING			
	COURSES		HOURS	
	CURRENT YEAR	PREVIOUS YEAR	CURRENT YEAR	PREVIOUS YEAR
AIRCRAFT RESCUE	121	79	118	77
HAZMAT	59	10	60	10.25
TAC	60	91	66.5	123.51
URBAN SEARCH & RESCUE	6	5	12	10
WATER	39	23	48.9	30.5
WILDLAND	165	192	317.9	484.8

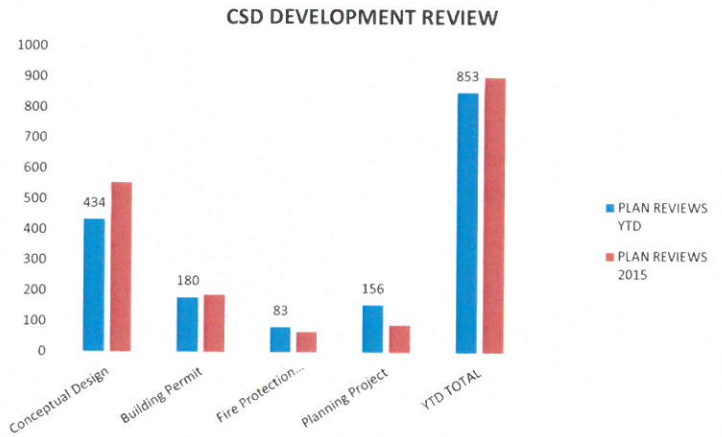


## LOVELAND FIRE RESCUE AUTHORITY - Community Safety Division

### April, 2016

### DEVELOPMENT REVIEW STATISTICS

	City	County	Johnstown	Totals	Hours
<b>Conceptual Design Reviews</b>	119	0	3	122	61
Previous Month	119	0	2	121	61
<b>YTD Total</b>	<b>418</b>	<b>5</b>	<b>11</b>	<b>434</b>	<b>232</b>
Previous YTD	549	3	3	555	271.5
<b>Building Permit Reviews</b>	35	1	3	39	51
Previous Month	48	2	0	50	72
<b>YTD Total</b>	<b>168</b>	<b>5</b>	<b>7</b>	<b>180</b>	<b>266.5</b>
Previous YTD	180	5	4	189	325.5
<b>Fire Protection Permit Reviews</b>	13	1	4	18	24
Previous Month	21	3	1	25	28
<b>YTD Total</b>	<b>72</b>	<b>6</b>	<b>5</b>	<b>83</b>	<b>102</b>
Previous YTD	53	3	12	68	78
<b>Planning Project Reviews</b>	30	1	3	34	51
Previous Month	42	4	0	46	69
<b>YTD Total</b>	<b>138</b>	<b>12</b>	<b>6</b>	<b>156</b>	<b>234</b>
Previous YTD	73	13	5	91	182
<b>TOTAL REVIEWS YTD</b>	<b>796</b>	<b>28</b>	<b>29</b>	<b>853</b>	
<b>PREVIOUS YEAR YTD</b>	<b>855</b>	<b>24</b>	<b>24</b>	<b>903</b>	

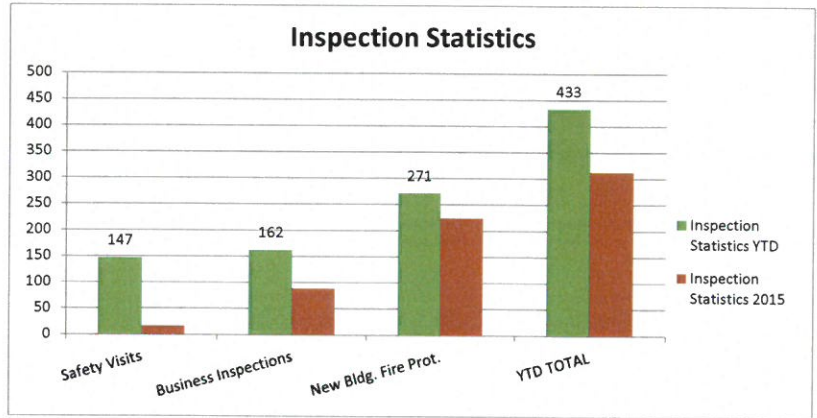


Planning & Building Check-Ins YTD  
Fire Protection Permits Average days in review  
Percent within goal time

306	95
14.3 days	
April	61%

### INSPECTION STATISTICS

	City	Rural	Total	Hours
<b>Eng. Co. Safety Visit 2 &amp; 3 Yr.*</b>	19	6	25	18.25
Safety Re-Visit	2	1	3	11
<b>YTD Total</b>	<b>116</b>	<b>31</b>	<b>147</b>	<b>95.75</b>
Previous YTD	12	5	17	0
<b>Business Inspections</b>	29	7	36	40
Previous Month	33	2	35	41.2
<b>YTD Total</b>	<b>135</b>	<b>27</b>	<b>162</b>	<b>184.45</b>
Previous YTD	79	10	89	59.75
<b>New Bldg./Fire Protection</b>	65	13	78	116.5
Previous Month	60	14	74	111
<b>YTD Total</b>	<b>224</b>	<b>47</b>	<b>271</b>	<b>406</b>
Previous YTD	190	34	224	341.5
<b>TOTAL INSPECTIONS YTD</b>	<b>359</b>	<b>74</b>	<b>433</b>	
Previous Year	269	44	313	



### CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. YTD	YTD Total	Highlights/Projects
Hazmat Permits	13	2	18.25	15	7	49	50	*2 new business inspections
Tents/Special Events*	1	0	1	1	3	6	6	*9 car seat installations
Burn Permits Issued	0	21	3.5	21	27	67	77	*Created new webpage for ISO Ratings
Investigations	6	6	12	12	17	62	50	*PIO duties for Glen Haven Fire, fatal vehicle crash & other incidents
Service Call/Complaints	3	2	5	5	2	24	14	*Numerous LFRA social media posts & website updates
Car Seats Installed	16	0	8	16	8	64	36	*WTP fire pump assistance
YFS Program	0	0	0	0	6	0	8	*LEAD Loveland Graduation
Public Education Events	6	0	15.5	6	1	49	7	*Peer site assessment of Morrisville (NC) Fire Dept.
Total Pub. Ed. Contacts	617	0		617	40	1495	657	*CSD Office move