

Loveland Fire Rescue Authority Board Meeting



Station 2
3070 W. 29th Street
Community Room
Loveland, Colorado 80537
Wednesday, May 31, 2017

1:30 PM



Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda
 Station 2, 3070 W 29th Street
 Community Room
 Loveland, Colorado 80537
 Wednesday, May 31, 2017
 1:30 PM

On 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 or [970-962-2372](tel: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 Jason.smitherman@cityofloveland.org or [970-962-3319](tel: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 o al [970-962-2372](tel: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 Jason.smitherman@cityofloveland.org o al [970-962-3319](tel:970-962-3319).

Wireless access: COLGuest, accesswifi

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
AWARDS AND PRESENTATIONS

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 29th Street
 Community Room
 Loveland, Colorado 80537
 Wednesday, May 31, 2017
 1:30 PM

1. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority Board for the April 26, 2017 Regular Board Meeting.
2. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority Board for the May 10, 2017 Special Board Meeting.
3. Consider a Motion to Approve the Revised Mutual Aid Agreement with Poudre Fire Authority, Colorado State Patrol and Larimer County Sheriff's Office for Hazardous Substance Incidents.
4. Consider a Motion to Approve the Vehicle Use Agreement with the City of Loveland.

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.

5. Discussion on the Impact Fee Study
6. Update on the 2018 LFRA Strategic Plan Revision, Sections I through VI
7. Discussion Regarding the Revision of Sworn Firefighter Pension Plan Contributions
8. Review Briefing Papers and Correspondence.
 - a. Chief's Report
 - b. Letters
 - c. April Operations Statistics
 - d. April Community Safety Division Statistics
9. Annual Evaluation of the Fire Chief's Performance
10. Other Business for Board Consideration

ADJOURN



Agenda Item Cover

Item No.: 1

Meeting Date: May 31, 2017

Prepared By: Kristen Cummings, Business Services Coordinator

TITLE

Consider a Motion to Approve the Minutes from the April 26, 2017 Loveland Fire Rescue Authority (LFRA) Regular Board Meeting

EXECUTIVE SUMMARY

The attached document, prepared by Kristen Cummings and edited by outside attorneys, is a record of the April 26, 2017 regular meeting of the LFRA Board. The document details the discussions at the meeting including: the approval of the consent agenda (minutes and Budget Biz), a presentation on fire capital funding and the impact fee study, a presentation about Fire Station 7 location options, a review of the 2016 LFRA Annual Report, and the Chief's Report.

BACKGROUND

Standard meeting protocol

STAFF RECOMMENDATION

Approve as written

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

April 26, 2017 Minutes



**Loveland Fire Rescue Authority Board Meeting Minutes
Wednesday, April 26, 2017
3070 W. 29th Street, Loveland
1:30 p.m.**

Members Present:

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

Staff Present:

Mark Miller, Fire Chief
Renee Wheeler, Public Safety Administrative Director
Ned Sparks, Division Chief
Greg Ward, Division Chief
Rick Davis, Battalion Chief
Kristen Cummings, Business Services Coordinator
Emily Powell, Legal Counsel to the Authority
Andrea Wright, Human Resources Manager
Randy Mirowski, Special Projects Manager
Greg White, Secretary of Rural District

Visitors:

Paul Pfeiffer, Loveland Fire Rescue Advisory Committee
Mollie Fitzpatrick, Director at BBC Research & Consulting

Call to Order:

Chairman Swanty called the Loveland Fire Rescue Authority (“LFRA”) Board meeting to order on the above date at 1:33 p.m.

Swearing In:

None

Awards and Presentations:

None

Public Comment:

None

Consent Agenda:

- 1. Consider a Motion to Approve the Minutes from the LFRA March 29, 2017 Regular Board Meeting.**

- 2. Review the 2017 First Quarter Budget Report**

Vice Chairman Gutierrez moved to approve the consent agenda. Director Legits seconded; motion carried unanimously.

Regular Agenda:

3. Presentation on Fire Capital Funding and the Impact Fee Study

Mollie Fitzpatrick, of BBC Research & Consulting ("BBC"), gave a presentation about the results of the impact fee study conducted by BBC on behalf of the Authority. She covered the different analysis options, including the Current Service Standard and the Capital Improvement Standard. She showed the proposed fee structures based on fees by Land Use, or fees by Calls for Service. In general, fees collected based on Calls for Service better reflects the actual consumption of District resources and would be expected to generate more revenue than fees based on Land Use. However, implementing LFRA impact fees may result in less overall revenue than currently is collected from City Capital Expansion Fees ("CEFs") because of the way LFRA's capital assets are examined over a larger service area. However, the funds generated by a new impact fee would belong to LFRA and could be used by LFRA to meet its capital needs anywhere within its boundaries.

Greg White expressed concern that there is not much potential for growth in the Rural District, because when there is a large amount of development, the area is ordinarily annexed into the City. It is unknown whether the City of Johnstown would support establishing an impact fee in the portion of Johnstown's jurisdiction that lies within the Authority. Director Fogle expressed concern about introducing an impact fee in the Rural District while considering seeking a mill levy increase.

The Board revisited its discussion regarding the possibility of the City constructing and owning the Station 7 property so that City CEF's could be used to fund it. The City's legal counsel previously advised the City that City CEF's could be used outside of City limits if a benefit to the City can be demonstrated. Chief Miller reminded the Board that this may be the last station built in the Rural District.

Vice Chairman Gutierrez and Director Fogle believe more information is needed before discussing with City Council, and that the May 9, 2017 meeting between LFRA and the City should be postponed. Greg White agreed to talk to his contacts in the City of Johnstown to see whether they would be supportive of establishing an impact fee.

4. Presentation on Fire Station 7 Location Options

Randy Mirowski gave a presentation about two possible construction locations for Fire Station 7:

The first location is on County Road 27, next to Big Thompson Elementary School. The land is developed and would require demolition and grading, but has utilities in place. It is a smaller site, at 1.5 acres, and could involve the need to purchase additional adjacent land. The cost of the land plus the cost to demolish, grade, and analyze soil is expected to be approximately \$430,000.

The second location is on County Road 24. The seller would require the land be platted by LFRA, which would cost at least \$20,000 and take 12-24 months. The land has no utilities, and fiber optics and a water line would have to be run a considerable distance. A water tap would need to be installed. The land is flat and undeveloped, so there would be no grading or demolition. A soil analysis would need to be completed. This land is 35 seconds farther away from Highway 34. This land, with added utilities and platting, can be expected to cost \$370,000 plus the cost of running a water main to the site, which is projected to be another \$30,000.

The Chief Staff is making a recommendation to pursue the County Road 27 property. The Board was in consensus. Special Projects Manager Mirowski advised that the next step is to get a conceptual review meeting with the County Planner to determine lot requirements and site plan, detention pond size and needs, septic requirements, and traffic considerations. The soil analysis and phase one environmental analysis will also need to be completed if formal action ultimately is taken to purchase the County Road 27 property. The Board and City Council also will need to determine whether LFRA or City will purchase and own the property.

Director Adams suggested that Special Projects Manager Mirowski observe the morning and afternoon traffic patterns in that area when children are being taken to and from the school. Special Projects Manager Mirowski will plan to observe the traffic pattern next week.

5. Review the 2016 LFRA Annual Report

Chief Miller introduced the 2016 LFRA Annual Report and stated he would email the corresponding presentation to the Board. He also gave recognition to Cheryl Cabaruvias for her hard work in compiling the 68-page report. Chief Miller asked the Board for direction on how long and detailed they wanted to see next year's report, and it was the consensus of the Board that the 2017 report could be more abbreviated.

6. Chief's Report

Division Chief Sparks gave a summary of the fire that occurred at the Rosebud Motel on April 22, 2017. This fire has displaced several people because gas had to be turned off to the entire

structure. They have been connected with the Red Cross and House of Neighborly Services. In future incidents where people are displaced, LFRA will notify the City Manager or Rural District Board President, as applicable.

Chief Miller advised that the Memorial Service for Tim Haag on April 19, 2017 received positive feedback from the family. They were appreciative of the LFRA's involvement.

7. Other Business for Board Consideration

None.

Chairman Swanty adjourned the regular meeting at 3:50 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.

Jeff Swanty, Chairman

Kristen Cummings, Secretary



Agenda Item Cover

Item No.: 2

Meeting Date: May 31, 2017

Prepared By: Kristen Cummings, Business Services Coordinator

TITLE

Consider a Motion to Approve the Minutes from the May 10, 2017 Loveland Fire Rescue Authority (LFRA) Special Board Meeting

EXECUTIVE SUMMARY

The attached document, prepared by Andrea Wright, is a record of the April 26, 2017 special meeting of the LFRA Board. The document details going into executive session to discuss the Fire Chief's annual performance review.

BACKGROUND

Standard meeting protocol

STAFF RECOMMENDATION

Approve as written

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

May 10, 2017 Minutes



**Loveland Fire Rescue Authority
Special Board Meeting Minutes
Wednesday, May 10, 2017
3070 W. 29th Street, Loveland
2:00 p.m.**

Members Present:

Board Chairman Jeff Swanty, Loveland Rural Fire Protection District ("Rural District")
Vice Chairman Cecil Gutierrez, City of Loveland Mayor
Director Steve Adams, Loveland City Manager
Director John Fogle, City of Loveland Council Member

Members Absent:

Director Dave Legits, President of the Rural District

Staff Present:

Andrea Wright, Human Resources Manager
Julia Holland, Human Resources Director, City of Loveland

Call to Order:

Chairman Swanty called the Loveland Fire Rescue Authority ("LFRA") Special Board meeting to order on the above date at 2:18 p.m.

Public Comment:

None

Agenda:

1. Finalize the Annual Performance Evaluation of the Fire Chief

Chairman Swanty made a motion to go into executive session under Section 24-6-402(4)(f) of Colorado Revised Statutes for the purpose of discussing a personnel matter

related to the Fire Chief's annual performance review. Vice Chairman Gutierrez seconded; motion carried unanimously.

Chairman Swanty adjourned the regular meeting at 3:22 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.

Jeff Swanty, Chairman

Andrea Wright, Human Resources

Agenda Item Cover

Item No.: 3

Meeting Date: May 31, 2017

Prepared By: Kristen Cummings, Business Services Coordinator



TITLE

Consider a Motion to Approve the Revised Mutual Aid Agreement with Poudre Fire Authority, Colorado State Patrol and Larimer County Sheriff's Office for Hazardous Substance Incidents

EXECUTIVE SUMMARY

The revised version of this IGA better clarifies the HazMat responsibility for unincorporated areas of Larimer County and the State and Interstate Highways in Larimer County. For LFRA, there will be no change to response and we will continue to cover southern Larimer County, including LFRA's jurisdiction, Berthoud Fire Protection District's jurisdiction, and Estes Valley Fire Protection District's jurisdiction for HazMat response, unless the incident is on an Interstate or State Highway. Then, the ultimate responsibility falls to Colorado State Patrol, but LFRA will still respond to assist.

BACKGROUND

The entire document is attached.

STAFF RECOMMENDATION

Approve the agreement revision as presented.

FINANCIAL/ECONOMIC IMPACTS

ASSOCIATED STRATEGIC GOALS

ATTACHMENTS

Intergovernmental Agreement

AGREEMENT FOR MUTUAL AID AMONG THE POUUDRE FIRE AUTHORITY, THE
LOVELAND FIRE RESCUE AUTHORITY, THE COLORADO STATE PATROL, AND
THE LARIMER COUNTY SHERIFF'S OFFICE FOR HAZARDOUS SUBSTANCE
INCIDENTS

THIS AGREEMENT FOR MUTUAL AID ("Agreement") is entered into by and between the Poudre Fire Authority, the Loveland Fire Rescue Authority, Colorado State Patrol, and the Board of County Commissioners of Larimer County, Colorado, by and through the Larimer County Sheriff's Office, is for the purpose of securing the benefits of mutual aid for the protection of life and property from the sudden discharge of hazardous substances. The foregoing entities are referred to collectively in this Agreement as the "parties" or individually as a "party".

I. Recitals

WHEREAS, section 29-22-102, C.R.S., as amended, requires the Board of County Commissioners of Larimer County, Colorado ("BOCC") to designate an emergency response authority for hazardous substance incidents occurring in unincorporated areas of Larimer County, and the BOCC has designated the Larimer County Sheriff's Office ("LCSO") as that authority, and has designated the LCSO to negotiate mutual aid agreements among the parties to this Agreement; and

WHEREAS, hazardous substance incidents may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel, equipment, and expertise of that party can handle, or incidents of such intensity may occur that they cannot be handled solely by the equipment of the party in whose jurisdiction the incident occurs; and

WHEREAS, it is to the interest of each of the parties that they may have service of and from the other parties to aid and assist them in responding to hazardous substance incidents; and

WHEREAS, it is necessary and desirable that a mutual aid agreement be executed to facilitate the provision of such mutual aid among the parties in responding to hazardous substance incidents; and

WHEREAS, section 29-22-103(3), C.R.S., as amended, section 29-1-203, C.R.S., as amended, and sections 29-5-105 through 29-5-110, C.R.S., as amended, provide statutory authority for such mutual aid and this Agreement.

THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree that:

II. Agreement

1. Each party is the designated emergency response authority ("DERA") within the following jurisdictions in Larimer County, Colorado for the purpose of responding to hazardous substance incidents:

- a) Pursuant to section 29-22-102(3), unless the governing body of the City of Fort Collins designates otherwise by ordinance or resolution, the Poudre Fire Authority ("PFA") is the DERA for the City of Fort Collins. In accordance with section 29-22-102(1), PFA shall be responsible for providing and maintaining the capability for emergency response to, and taking the initial action necessary to minimize the effects of, a hazardous substance incident occurring within the City of Fort Collins and/or PFA's boundaries. PFA will respond, at its discretion pursuant to paragraphs 3 and 4 below, to all requests for assistance from other parties that may request aid through this or other existing mutual aid agreements. PFA further agrees to notify the LCSO of all responses it provides to a party pursuant to a request for assistance through this or another existing mutual aid agreement outside the City of Fort Collins or PFA's boundaries.
- b) Pursuant to section 29-22-102(3), unless the governing body of the City of Loveland designates otherwise by ordinance or resolution, the Loveland Fire Rescue Authority ("LFRA") is the DERA for the City of Loveland. In accordance with section 29-22-102(1), LFRA shall be responsible for providing and maintaining the capability for emergency response to, and taking initial action necessary to minimize the effects of, a hazardous substance incident occurring within the City of Loveland and/or LFRA's boundaries. LFRA will respond, at its discretion pursuant to paragraphs 3 and 4 below, to all requests for assistance from other parties that may request aid through this or other existing mutual aid agreements. LFRA further agrees to notify the LCSO of all responses it provides to a party pursuant to a request for assistance through this or other mutual aid agreements outside of the City of Loveland or LFRA's boundaries.
- c) Pursuant to section 29-22-102(5), the Colorado State Patrol ("CSP") is the DERA for any federal, state, or county highway located outside of municipal boundaries. In accordance with section 29-22-102(1), CSP shall be responsible for providing and maintaining the capability for emergency response to, and taking initial action necessary to minimize the effects of, a hazardous substance incident occurring on those highways outside of any municipal boundaries in Larimer County. CSP will respond, at its discretion pursuant to paragraphs 3 and 4 below, to all requests for assistance from other parties that may request aid through this or other existing mutual aid agreements. CSP further agrees to notify the LCSO of all responses it provides to a party pursuant to a request for assistance through this or other mutual aid agreements within Larimer County.
- d) Pursuant to section 29-22-102(3), unless the BOCC designates otherwise by ordinance or resolution, LSCO is the DERA for all unincorporated areas of Larimer County outside the jurisdiction of any fire protection authority or district; and except for any federal, state, or county highway located outside of municipal boundaries/city limits. LSCO shall be responsible for providing and maintaining the capability for emergency response to, and taking the

initial action necessary to minimize the effects of, a hazardous substance incident occurring within the unincorporated areas of Larimer County outside of the jurisdiction of any fire protection authority or district. LSCO will respond, at its discretion pursuant to paragraphs 3 and 4 below, to all requests for assistance from other parties that may request aid through this or other existing mutual aid agreements. Additionally, LSCO has agreed to respond, at its discretion, to requests for assistance from other fire departments, authorities, and/or districts that are not parties to this Agreement.

- e) The parties agree to respond anywhere in Larimer County to assist another party in taking the initial action necessary to minimize the effects of a hazardous substance incident, to the extent the responding party is available to assist, in its discretion pursuant to paragraphs 3 and 4 below.
2. All requests for assistance falling within the scope of this Agreement are “non-automatic”, and will be addressed in accordance with the procedures outlined in the Hazardous Materials Operating Plan (“*Operating Plan*”), which has been developed jointly by PFA, LFRA, CSP and LCSO, and which is attached to this Agreement as an Addendum. The Parties may, at any time, modify Operating Plan by attaching to this Agreement a new Operating Plan signed and dated by all Parties.
 3. Subject to paragraph 4 below, upon request for mutual aid, the responding party will dispatch available and appropriate hazardous substance response equipment, firefighting equipment, and/or rescue equipment and personnel to any point within the requesting party’s jurisdiction specified by the requesting party. The responding party shall have discretion to determine the equipment and personnel that will be dispatched.
 4. No party is under any obligation to respond to a request for mutual aid when, in the responding party's discretion, its equipment and/or personnel are needed to meet existing or anticipated circumstances in the responding party's jurisdiction, and no party shall be required to deplete unreasonably its own resources, facilities and/or services in furnishing such mutual aid.
 5. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a) Any request for mutual aid shall include a statement of the amount and type of equipment and personnel requested, and shall specify the staging area to which the equipment and personnel are to be dispatched, but the actual amount and type of equipment and number of personnel that are furnished shall be determined by a representative of the responding party pursuant to paragraphs 3 and 4 above.
 - b) The requesting party will have command and control of the hazardous substance incident unless otherwise agreed upon by the requesting party and all responding parties. Each responding party shall provide a person in charge (superior officer) that shall be under the direct supervision and command of

the requesting party's fire chief, CSP trooper or the sheriff, or the person exercising the functions thereof. The responding party shall report to the incident command of the requesting party at the location to which the equipment is dispatched.

- c) The responding party shall be released by the requesting party at the earlier of (i) when the responding party's equipment and/or personnel are no longer required; or (ii) when the responding party's equipment and/or personnel are needed within the responding party's jurisdiction.
6. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any performance under this Agreement is intended to be, and shall not be construed as, a "temporary duty or assignment" of the responding party's personnel and equipment to the requesting party. Accordingly, the provisions of C.R.S. § 29-5-108 and conflicting provisions of C.R.S. § 29-5-107 do not apply to this Agreement.
 7. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from the other parties unless agreed otherwise in writing. The parties may claim reimbursement from the person(s) responsible for a hazardous substance incident in accordance with section 29-22-104, C.R.S., as amended. In addition, this Agreement is not applicable to any mutual aid provided for any incident other than a hazardous substance incident and therefore shall not be construed as to limit or waive a party's right to reasonable compensation or reimbursement for costs incurred in response to emergency, fire, or other incidents.
 8. This Agreement provides for the parties' joint exercise of their emergency services functions; however, it does not establish a separate legal entity to do so. Further, no party is an agent of any other party for any purpose whatsoever.
 9. This Agreement shall become effective upon approval and signature by authorized representatives of the Poudre Fire Authority, Loveland Fire Rescue Authority, Colorado State Patrol, and Larimer County ("Effective Date"). The term of this Agreement shall be one year from the Effective Date. This Agreement shall automatically renew for successive one year terms; provided, however, that any party may terminate its participation in this Agreement at any time upon sixty days prior written notice to the other parties.
 10. This Agreement may be updated, modified, revised, or renegotiated at any time by unanimous written agreement of all parties, and will be reviewed by each party every five years from the Effective Date. Proposals for changes shall be submitted to the LCSO for coordination among the parties.
 11. The parties are not required to purchase additional equipment or hire additional personnel for the purpose of furnishing the support described in this Agreement. No resources are to be legally transferred among parties under the terms of this Agreement.

12. Each party shall exercise continuing supervisory authority for the cleanup, removal, and disposition of the hazardous substance involved in any incident occurring within its jurisdiction per C.R.S. § 29-22-102(4), C.R.S.
13. Enforcement of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party. It is the express intention of the parties that any third party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
14. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the parties and their directors, officers, employees, and volunteers 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.*
15. 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 as to that party at the end of the year in which the non-appropriation occurred, with no further financial liability to the other parties.
16. Colorado law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings; provided, however, this Agreement does not supersede or replace any agreement for fire or emergency services between the parties, or any of them, which remain in full force and effect. This Agreement may only be amended by a document signed by the parties. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

HAZARDOUS MATERIALS

OPERATING PLAN

Addendum

to

AGREEMENT FOR MUTUAL AID AMONG THE POUUDRE FIRE AUTHORITY, THE LOVELAND FIRE RESCUE AUTHORITY, THE COLORADO STATE PATROL, AND THE LARIMER COUNTY SHERIFF'S OFFICE FOR HAZARDOUS SUBSTANCE INCIDENTS

PURPOSE:

The intent of this Hazardous Materials Operating Plan is to provide direction and details to how each party to the above described Agreement for Mutual Aid ("Agreement") will work together to mitigate a hazardous substance incident in Larimer County while working within the scope of the Agreement. This Hazardous Materials Operating Plan shall take effect on the Effective Date set forth in the Agreement and shall continue until the Agreement is terminated.

AUTHORITY FOR RESPONSE

Colorado Revised Statutes title 29, article 22 states that a designated emergency response authority (DERA) shall be designated by (a) every town, city and county; and (b) the board of county commissioners for unincorporated areas of the county. The Colorado State Patrol is designated as the DERA for all federal, state and county highways outside of municipal city limits. C.R.S. title 29, article 22 further states that any DERA may request assistance if in their judgment they do not have the equipment, personnel or expertise to handle a particular hazardous substance incident. The parties have executed the Agreement for this purpose.

The Code of Federal Regulations, 29 part 1910.120 (OSHA) and 40 part 311 (EPA), and National Fire Protection Association (NFPA) standard 472 sets training and competency standards for personnel responding to hazardous substance incidents.

INCIDENT LEVELS:

Minor - An incident (spills, leaks, ruptures and fire involving hazardous materials) that can be handled by standard response assignment. No specialized PPE or equipment is required to mitigate the incident.

Major - An incident of confirmed hazardous materials released or potentially released, that can be controlled by resources available to a hazardous materials response team. Limited outside agencies assistance needed.

Catastrophic - An incident involving hazardous materials of such magnitude that it cannot be controlled by local resources and is considered a local disaster. A very large multi-agency incident involving county, state, federal, relief agencies, private industry, etc.

REQUESTS FOR AID:

Requests for aid will be typically triggered by the local DERA's determination that the incident is a Major or Catastrophic incident. Upon request for aid from the local DERA, the mutual aid HAZMAT team(s) will respond pursuant to the Agreement with specialized personnel and equipment to provide emergency actions necessary to minimize the effects of the hazardous substance incident. The Agency Having Jurisdiction (AHJ) will provide necessary support personnel and equipment.

It is agreed that all requests for aid will be made to the appropriate agencies' communications centers and that the communications center will then make the necessary notifications. All requests for aid will have as a minimum the following information:

- Incident description
- Number and type of personnel and equipment needed
- Location of staging or meeting point for responding agency
- Safe route to incident
- Communications frequencies or phone numbers to incident

COMMAND:

The AHJ shall insure that the Incident Command System (ICS) is implemented in all incidents as complexity dictates. The AHJ shall provide an Incident Commander (IC) and the appropriate command structure within ICS to handle the incident. The AHJ shall maintain a person as IC or as part of a Unified Command throughout the incident. A Safety Officer(s) (SO) shall be assigned to all incidents. The AHJ shall establish the Incident Command Post (ICP) as soon as possible and communicate to all involved its location. It is highly recommended that the AHJ also establish a Staging Area, with manager, as soon as possible.

Responding mutual aid HAZMAT team(s) shall operate under the established ICS.

Agencies Providing Aid (APA) will provide a person in charge (superior officer) of all responding personnel and equipment. The APA person in charge (superior officer) shall check in with the appropriate person/unit upon arrival at the incident. If as/her signed to a staging area, he/she will check in with the staging area manager and maintain his personnel and equipment in ready status at staging until assigned or released. The person in charge (superior officer) or a designated person from the APA, in most cases, may fill a position of Strike Team/Task Force Leader within the Operations Section of the ICS. The AHJ may at times wish to assign the person in charge (superior officer) of the APA as the Operations Section Chief (OSC) for the incident as the complexity of the incident increases. The person in charge (superior officer) of the APA at any time can decide not to participate in the tactics of the incident when it is felt that the tactics are unsafe. The person in charge (superior officer) shall notify the IC or OSC of his/her decision and details of what safety issues there are. If the APA person in charge (superior officer) arrives at a staging area and finds that no Staging Area Manager has been assigned the person in charge (superior officer) shall assume the role of Staging Area Manager until one is assigned.

COMMUNICATIONS:

Due to many factors, communications in Larimer County is a complex issue. It is important for all agencies involved to understand that setting up a clear communication link early on in the incident may reduce many of these problems.

The AHJ shall establish the necessary radio frequencies/talk groups for each incident and communicate which frequencies/talk groups shall be used by all APA's. With the high potential that each agency has non-compatible radio frequencies/talk groups, the IC/AHJ must establish means for APA to communicate with the incident.

In most cases this will mean that the IC/AHJ must setup a radio which will have the APA's radio frequencies in it and monitor it or establish talk group patches. A list of agency radio frequencies, talk groups and cell phone numbers will be attached and referred to as Attachment "A". APA's should attempt to communicate regarding the incident on designated frequencies or phone numbers but in the event that they are unable to do so, they must meet face to face with the appropriate person to check-in and establish a communication link.

The Larimer County Sheriff has available caches of portable VHS programmable radios and 800 MHz radios. These radios may be requested and used for incidents as needed. A request of the LCSO should be made by contacting the LCSO Communications Center, if not involved with the incident, by phone numbers listed on Attachment "A".

TERMINATION:

Termination/Demobilization activities shall be under the direct supervision of the IC/AHJ or the DERA designate.

In clean up and disposal, the mutual aid HAZMAT team(s) may act in an advisory and/or support role if requested by AHJ in conjunction with other agencies involved.

Responding mutual aid HAZMAT team(s) shall claim reimbursement through their normal accounting procedures or coordinate with the Larimer County DERA as needed.

The responding mutual aid HAZMAT team(s) shall submit a written report of activities to the IC. A copy of the final incident report will be forwarded to the mutual aid HAZMAT team(s).

Agenda Item Cover

Item No.: 4

Meeting Date: May 31, 2017

Prepared By: Kristen Cummings, Business Services Coordinator



TITLE

Consider a Motion to Approve the Vehicle Use Agreement with the City of Loveland

EXECUTIVE SUMMARY

This is the revised version of the Vehicle Use Agreement that was presented to the Board earlier this year, that had not yet been presented to the City. This is the Vehicle Use Agreement with the City's revisions.

BACKGROUND

The entire document is attached.

STAFF RECOMMENDATION

Approve the IGA as presented

FINANCIAL/ECONOMIC IMPACTS

ASSOCIATED STRATEGIC GOALS

ATTACHMENTS

Intergovernmental Agreement

VEHICLE USE AGREEMENT

This Vehicle Use Agreement ("**Agreement**") is entered into by and between the Loveland Fire Rescue Authority ("**Authority**"), and the City of Loveland ("**City**"). The Authority and the City may be referred to individually as a "**Party**", or collectively as the "**Parties**".

I. Recitals

WHEREAS, the City is a home rule municipality of the State of Colorado ("**State**"). The Authority is a public entity of the State established by the City and the Loveland Rural Fire Protection District ("**District**") on August 19, 2011 pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity;

WHEREAS, the Authority was established to provide fire suppression, fire prevention and public education, rescue, extrication, hazardous materials, and emergency medical services (collectively, "**Emergency Services**") to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction. The Authority's jurisdiction is comprised of the joint jurisdictional areas of the City and District. Prior to the Authority's establishment, the City provided the Emergency Services within the City's jurisdiction directly through the City's Fire Rescue Department

WHEREAS, the City owns a Mobile Command Vehicle ("**Vehicle**") for purposes of providing a proximate incident command post for large-scale, continuing, or remote disasters or other emergency incidents. Historically, the City's Police Department as well as the City's former Fire Rescue Department utilized the Vehicle; and

WHEREAS, the Authority desires to use, and the City desires to authorize the Authority to use, the Vehicle for the purpose of providing incident command and related training activities on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated in this Agreement, the Parties agree as follows:

II. Agreement

1. Use of Vehicle; Terms and Conditions.

a. The City hereby authorizes the Authority to use the Vehicle described on the attached Exhibit A for purposes of providing incident command and related training activities, including all equipment, instruments, appliances, and accessories (collectively, "**Equipment**") installed or carried on the Vehicle. The Parties may, at any time, modify the Vehicle described on, or may add additional vehicle(s) to, the attached Exhibit A, by attaching to this Agreement a new Exhibit A signed and dated by both Parties. Any and all vehicle(s) described on the attached Exhibit A shall be included in the definition of "Vehicle" under this Agreement.

b. In the event of large-scale, continuing, or remote disaster or other emergency incident or a related training activity for which use of the Vehicle is desired, the Authority shall notify the City's Police Department of its request to use the Vehicle and the anticipated duration of use. The City's Police Department will grant the Authority's request to use the Vehicle if the City's Police Department is not currently using the Vehicle and has no anticipated use of the Vehicle during the Authority's anticipated duration of use.

The Authority shall provide at least 48 hours advance written notice to the City of its intent to use the Vehicle pursuant to this paragraph 1(b) for training activities. In the event of a large-scale, continuing, or remote disaster, the Authority shall provide such advance notice as is reasonable practicable under the circumstances, which notice may be provided by calling the City's Police Department at (970) 667-2151.

c. The Authority's use of the Vehicle for purposes of providing incident command and related training activities generally is expected to occur within the Authority's jurisdictional boundaries. However, the Vehicle was purchased in part with funding awarded through the Northeast Colorado All Hazards Region Grant, and, in accordance with the terms of the grant, the Authority may deploy the Vehicle to any large-scale, continuing, or remote disaster or other emergency incident or a related training activity in the Colorado counties of Cheyenne, Kit Carson, Larimer, Lincoln, Logan, Morgan, Phillips, Sedgwick, Washington and Yuma ("**NE Colorado Counties**"). The Authority shall provide notice of a request to deploy the Vehicle to any one or more of the NE Colorado Counties pursuant to the notice procedures provided in paragraph 1(b) above.

d. In the event that a critical incident requiring use of the Vehicle arises within the City's jurisdiction during the period of the Authority's use pursuant to paragraph 1(b) or 1(c) above, the City's Police Department will notify the Authority. In such case, the Authority will cease use of the Vehicle as soon as it may safely do so and return the Vehicle to the City's Fleet Management Facility located at 2525 W. 1st Street, Loveland, CO 80537, or such other location within the City's boundaries as the City may request.

e. Nothing in this Agreement shall be construed to prohibit both the Authority and the City from simultaneously using the Vehicle, if the Parties mutually agree that such simultaneous uses are compatible and neither Party's use will interfere with the other Party's use. In the event that the Parties' simultaneous uses at any time become incompatible or interfering, the Parties will work together in good faith to determine which Party has a more urgent need for continued use of the Vehicle, and the Party with the less urgent need will cease its use as soon as it may safely do so. If, despite their good faith efforts, the Parties cannot agree on which Party has a more urgent need for continued use of the Vehicle, then the Authority will cease its use as soon as it may safely do so.

f. The City is responsible, at its sole cost, for all maintenance of the Vehicle. Additionally, the City is responsible, at its sole cost, for purchasing, installing, and maintaining, all Equipment required to operate the Vehicle, except for the Authority Equipment as defined in paragraph 1(g) below (collectively, the "**City Equipment**"). For purposes of this paragraph 1(f), the term "maintenance" includes all preventative and corrective service, maintenance, and repair.

Notwithstanding the foregoing, the Authority will be responsible for any Vehicle or City Equipment maintenance costs arising out of or related to the negligent or intentional misuse of such Vehicle or City Equipment by the Authority or its employees, volunteers, or agents; provided, however, that the Authority is not authorized to perform or cause to be performed any maintenance of the Vehicle or City Equipment without the City's prior written consent.

g. The Authority is responsible, at its sole cost, for purchasing, installing, and maintaining any Equipment specific to the Authority's provision of Emergency Services that the Authority desires be carried on the Vehicle, but that has no practical use to the City or the City's Police Department (collectively, the "**Authority Equipment**"). The term "maintenance" in this paragraph 1(g) shall have the same meaning as provided in paragraph 1(f). Notwithstanding the foregoing, the City will be responsible for any maintenance costs related to the Authority Equipment arising out of or related to the negligent or intentional misuse of the Authority Equipment by the City or its employees, volunteers, or agents; provided, however, that the City is not authorized to perform or cause to be performed any maintenance of the Authority Equipment without the Authority's prior written consent.

In addition to the above, the Authority is responsible, at its sole cost, for providing qualified personnel to operate the Vehicle for purposes of providing incident command and related training activities. The Authority also is responsible, at its sole cost, for maintaining readiness of the Vehicle and Equipment, including both City Equipment and Authority Equipment, through regular inspections, fueling, cleaning, lubricating, drive testing, and other routine upkeep of the Vehicle and Equipment.

h. The Parties agree that there will be no monetary charge for the Authority's use of the Vehicle, as the Authority's use of the Vehicle will assist the Authority in providing incident command to the City, and will benefit the public by enhancing Emergency Services in Larimer County and the northeastern Colorado region.

2. **Insurance.** Each Party shall maintain, at its sole cost, liability and property insurance covering its activities under this Agreement, in coverage amounts not less than the monetary limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended from time to time. Each Party shall name the other Party as an additional insured on its liability and property insurance.

3. **Waiver of Liability.** Except as provided in paragraph 1(d) above, and to the extent permitted by law, each Party hereby waives all claims against the other Party, and its current and former council members, directors, officers, employees, volunteers, and agents, from any and all liability, causes of action under any theory or law or equity, claims and demands, damages, costs, expenses, or compensation arising out of or relating to any injury or damages to any person or property incurred by a Party as a consequence of the performance of this Agreement. This paragraph 3 shall survive termination of this Agreement.

4. **Effective Date; Term and Termination.**

a. This Agreement is effective as of the date the last Party signs this Agreement, and will continue until terminated in accordance with this paragraph 4.

b. This Agreement will terminate upon the mutual written agreement of the Parties. Additionally, either Party may terminate this Agreement with or without cause on at least one year's prior written notice to the other Party.

c. If either Party defaults in its performance of any obligation under this Agreement, the non-defaulting Party shall provide written notice of such default to the defaulting Party. The defaulting Party shall have 30 calendar days following the date such notice is effective to cure, or to make substantial efforts to cure, the default. If the default continues uncured, and without substantial effort to cure such default, for such period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, such Party may bring an action for damages.

5. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be deemed or construed as creating, a joint venture, partnership, authority, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement. Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of council members, directors, officer, employees, volunteers, or agents of either Party for purposes of workers' compensation or their benefits or entitlements, if any, including pension benefits.

6. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement, this Agreement shall terminate immediately and neither Party shall have any further obligation to the other Party under this Agreement beyond the financial obligations for which it previously appropriated funds.

7. **Governmental Immunity.** Nothing in this Agreement 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, and their council members, directors, officers, employees, volunteers, and agents, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be given by personal delivery or certified/registered mail addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as a Party has previously furnished in writing to the other Party in accordance with this Paragraph 7. If given by certified/registered mail, the notice shall be deemed to have been given when deposited in the United States mail and shall be effective 72 hours after having been given.

ATTN: Fire Chief
Loveland Fire Rescue Authority

ATTN: City Manager
City of Loveland

410 E. Fifth Street
Loveland, CO 80537

500 E. Third Street
Loveland, CO 80537

With a copy to:

ATTN: City Attorney
City Attorney's Office
500 E. Third Street
Loveland, CO 80537

9. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado. In addition, the Parties acknowledge that there are legal constraints imposed upon each of the Parties by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States and imposed upon the City by its Charter and Code, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either of the Parties be required to exercise any power or take any action which is prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceedings concerning this Agreement shall be exclusively in the Larimer County District Court.

10. **Entire Agreement; Amendments.** This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

11. **Legal Construction.** If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect and this Agreement shall be construed as if the invalid or unenforceable provisions had never been included in this Agreement. Paragraph headings used in this Agreement are for convenience of reference only and shall in no way define, control, or affect the meaning or interpretation of any provision of this Agreement.

12. **Waiver.** Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13. **Successors.** This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and assigns.

14. **Assignment.** This Agreement may not be assigned by either Party without the other Party's prior written consent, which consent shall not be unreasonably withheld.

15. **Third Parties.** This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement.

16. **Good Faith and Fair Dealing.** Each Party agrees to act in good faith in dealing with one another pursuant to this Agreement. Each Party hereby promises that it shall not undermine the

rights of the other Party hereto with respect to the Agreement and will cooperate with each other in achieving the goal of this Agreement, which is to enhance public safety and emergency services by working cooperatively with one another.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

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

City of Loveland, a home rule municipality of the State of Colorado

By: _____
Mark Miller, Fire Chief

By: _____
Stephen C. Adams, City Manager

Date: _____

Date: _____

ATTESTED:

ATTESTED:

Secretary

City Clerk

EXHIBIT A**VEHICLE(S)**

FLEET #	YEAR	LFRA DESIGNATION	DESCRIPTION	VIN #	LICENSE #
3300	2005	Mobile Command Vehicle	Freightliner/LDV	4UZAASBV85CV38176	072BRS

Agenda Item Cover

Item No.: 5

Meeting Date: May 31, 2017

Prepared By: Mark Miller, Fire Chief



TITLE

Discussion on the Impact Fee Study (Continued from Last Meeting)

EXECUTIVE SUMMARY

Emily Powell and Chief Miller will present additional considerations for the Board based on the direction (last month) to not pursue impact fees as presented by BBC.

BACKGROUND

At the April LFRA Board meeting, Molly Fitzgerald, with BBC Consulting and Research, gave a presentation regarding Impact Fees and the methodology used to calculate said fees. The presentation showed LFRA might actually see a reduction in revenue by using the methodology presented by BBC. After lengthy discussion, the Board gave direction to continue research, and initiate discussion with officials from Johnstown regarding the reality of collecting impact fees in the town of Johnstown (located in LFRA jurisdiction).

STAFF RECOMMENDATION

Listen to the additional information, and discuss options for proceeding

FINANCIAL/ECONOMIC IMPACTS

Positive impact on revenue for LFRA, depending on methodology used.

ASSOCIATED STRATEGIC GOALS

Deliver cost effective services

ATTACHMENTS

Agenda Item Cover

Item No.: 6

Meeting Date: May 31, 2017

Prepared By: Mark Miller, Fire Chief



TITLE

Update on the 2018 LFRA Strategic Plan Revision, Sections I through VI

EXECUTIVE SUMMARY

The process for updating the Strategic Plan is progressing slightly ahead of schedule. This is the second update provided to the LFRA Board since March 2017.

BACKGROUND

The Board approved the hiring of temporary employee, Retired Chief Randy Mirowski, to revise the Strategic Plan for LFRA. Chief Mirowski presented the first update as to the progress of the update in March 2017. This is the second update and covers sections I through VI.

STAFF RECOMMENDATION

Listen and discuss as applicable

FINANCIAL/ECONOMIC IMPACTS

\$80,000

ASSOCIATED STRATEGIC GOALS

The Strategic Plan update is intended to serve as a seven-year guiding document for the delivery of all three strategic goals in 2018 – 2025.

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

ATTACHMENTS

2018 LFRA Strategic Plan Update and Progress Report

2018 LFRA Strategic Plan Update and Progress Report

PROGRESS REPORT

We have made very good progress, thus far, on the 2018 LFRA Strategic Plan:

- Finished all of the work in Sections I-VI (DRAFT 3)- this will be right at 50 pages when completed
- Thus, we are at about the 50% completion mark when we include the Appendix Section
- We will wrap up Section VII (big section, approx. 30 pages) by the end of this month and have it sent out to FRAC on June 5th (will review at the meeting on June 14th)
- We will start on Section VIII, Community Safety Division, at the end of this month
- Sections I-VI were sent on to our technical writer on May 23rd ; she will begin working on those six sections next week
- These six sections will go out to FRAC and the LFRA Board at the end of this month

SECTIONS I-VI

I will have for the Board the current document for the Strategic Plan, **Sections I-VI, DRAFT 3**. This includes all of the corrections that we made from the May FRAC meeting. It is still needing the following to get to the “Final Draft” stage:

- Page 26- New Area Map Needed for the Urban- Rural Response Area (Jeremy Bell working on this)
- Page 33- Need updated budget numbers from Longmont Fire and Mountain View Fire (I am working on this)
- Page 36- Need new picture depicting the Fire Attack and corresponding positions (Matt Hintzman working on this)
- Need a technical review from Mary Sovick- (I’ve sent this out on Tuesday, 23rd)
- Need a “final review” by FRAC and the LFRA Board, along with the executive chiefs

I will have hard copies of this document for each of you at the meeting. Please review this when you have the time and if you have any questions or comments please let me know. Thanks.

Randy Mirowski
Special Projects Manager
Loveland Fire Rescue Authority



Commitment, Compassion, Courage

Agenda Item Cover

Item No.: 7

Meeting Date: May 31, 2017

Prepared By: Mark Miller, Fire Chief



TITLE

Discussion Regarding the Revision of Sworn Firefighter Plan Contributions

EXECUTIVE SUMMARY

Over the course of the last two years, the LFRA sworn firefighter pension committee has been researching the current pension plan as it relates to providing an adequate pension for retiring LFRA members. Currently a firefighter with 30 years of service would retire at approximately 50% of their annual salary at age 55.

BACKGROUND

In January 2017, City Council approved a similar increase to pension contributions for Loveland Police Department. LFRA pension committee members have been in contact with LPD pension committee members over the course of the last several years, as both entities have similar issues related to retirement. In essence, the current contribution rate forces firefighters to work past their prime and risk staying on-duty longer than what is physically realistic, thus risking serious injury or long term debilitating injuries. The pension committee is conceptually looking at an increase to the employee contribution from 9% to 10%, and a decrease of the employer contribution from 11% to 10% as well as adding a voluntary employee contribution of up to 5% that would be matched by the employer. In order for this proposal to move forward, it required a 65% sworn member approval. A vote was conducted in April and received over 65% approval, thus the reason the committee would like to make a formal presentation to the Board in June.

STAFF RECOMMENDATION

This is information only for the Board. No action needed. The LFRA pension committee will make a formal presentation to the Board at the June meeting.

FINANCIAL/ECONOMIC IMPACTS

If approved, a supplemental request will be brought forward as part of the 2018 budget. If 100% of employees participated (not realistic), it could result in an increase of approximately \$269,000. A more realistic estimate is approximately \$130,000.

ASSOCIATED STRATEGIC GOALS

Deliver cost effective services

ATTACHMENTS

Agenda Item Cover

Item No.: 8

Meeting Date: May 31, 2017

Prepared By: Kristen Cummings, Business Services Coordinator



TITLE

Review Briefing Papers and Correspondence

EXECUTIVE SUMMARY

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

April Monthly Reports

- April Overview
- Administrative Matters
- HR Administrative Matters
- 2018 Strategic Plan
- Station 10 Land Donation
- Accreditation
- Operations Division Overview
- Community Safety Division Overview

Additional Topics For Board Update

- Chief’s Report
- Update on the Renee Wheeler Vacancy
- Accreditation
- Frederick-Firestone Gas Explosion Update

BACKGROUND

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

AGREEMENTS SIGNED DURING THE MONTH

STAFF RECOMMENDATION

N/A

FINANCIAL/ECONOMIC IMPACTS

N/A

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

- Fire Chief’s Monthly Report
- Letters & Articles
- April Operations Statistics
- April Community Safety Division Statistics



Loveland Fire Rescue Authority

April 2017 Month-End Report

Fire-Rescue Administrative Division

Chief Mark Miller and Public Safety Administrative Director Renee Wheeler

April 2017 Overview -

April leadership truism: “Immerse yourself, beyond yourself, to redefine yourself”.

Highlights of the April report include; LFRA Administrative items; HR matters; 2018 Strategic Plan; Station 10 land donation; Accreditation.

Administrative Matters -

Renee and the admin team completed the 2016 Annual Report, which is available on our web site. As always, it is a tremendous amount of work and a collaborative effort, but I would like to give special recognition to the efforts of our Business Analyst, Cheryl Cabaruvias, who has done the lion’s share of the report. It is an extremely comprehensive report – great work Cheryl!

Other administrative matters include:

- Continuing work on implementing an LFRA impact fee for the City and the County, which included engaging a study with BBC Research and Consulting. BBC presented their findings to the LFRA Board at the April meeting. The direction was given to gather more information for the Board to determine if this would be beneficial to the Authority in the long term. More info to follow in the coming months.
- Renee began the base 2018 budget development, including salary projections, ten-year budget projections, and developing new capital improvement forms, and inventory records for equipment replacement
- Quarterly Budget Biz newsletter completed
- Revised the Gallagher impact identified and provided to the Rural District. The residential assessment percentage has been officially reduced from 7.96% to 7.2%, as opposed to the 6.56% originally proposed in January, resulting in \$204,728 more revenue than anticipated in the first residential assessment projection distributed in January. This is good news for the Rural District, at least for the short term, but they will still likely have to look at a mill levy increase in the Rural District at some point in the next couple of years.
- *Red Bandana Day* - LFRA is working with Chaplain Doug Overall from Good Samaritan on a first responder recognition for September 11, 2017. Our hope is that it will become an annual event (red bandanas will be distributed to all first responders). The intriguing story behind the *Red Bandana* will be shared in the next few months, but essentially, it is in honor of a firefighter that spent his last hours on earth saving others on 9/11. This will be a great event – stay tuned for more details!

HR Administrative matters –

- LFRA HR Manager, Andrea Wright, is full speed ahead, just completing her second month with LFRA and immersing herself in the many complicated facets of setting up a “new” HR department. A few examples include; Accreditation (HR Category), Flexible Spending accounts, Colorado Special District

Pool matters, complicated Leave issues (work comp, etc.), Flat rate Rec Passes for LFRA, health insurance, compliance trainings, policies and procedures, etc. It is great to have someone to focus 100% of their efforts in our most valuable asset – *our employees*.

2018 Strategic Plan –

- Revising and updating of the 2012 LFRA Strategic Plan is well underway! The soon to be 2018 Strategic Plan will set us up for another five to seven years relative to LFRA’s future. As I mentioned in last month’s report, LFRA hired former Fire Chief Randy Mirowski as a “Special Projects Manager “, to revise the plan, and work on a couple other special projects between now and the end of 2017. We are making outstanding progress, thanks to Randy and the re-engagement of the Fire and Rescue Advisory Commission. Great work!

Station 10 land donation -

- LFRA is moving forward with discussions with the McWhinney’s (Centerra) regarding their willingness to donate land for the future fire station 10. This is an incredibly gracious gesture and we are excited to begin working with their planning team. Even though the station is not projected to be built until 2022/2023, much needs to be done to ensure it is a win/win, and it fits well in the future planned development. We are looking forward to being a neighborhood fire station and may even have a fire museum/exhibit component in the plan. *Awesome news!*

Accreditation –

- After many, many months, we are ever so close to getting our peer evaluation for National Accreditation. In fact, the first week of May, the Accreditation peer assessors will be here for 5 days to look at every facet of LFRA, and the mountain of documents we have been preparing for this certification. This is a *HUGE* deal, and it has involved every division of the organization. Former Lieutenant, Ty Drage, was instrumental in facilitating the lion’s share of the work, and even though he is no longer with LFRA, he has agreed to return for a few days in May to help see us through the most critical time. We are well prepared and feel ready for the professional scrutiny from the assessors, confident we will fare well.

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

Fire–Rescue Operations Division - Division Chief Greg Ward

Response, Readiness, Resources & Relationships

April 2017

RESPONSE

- 4-8-2017 – LFRA responded to a wildland fire in the area of West Highway 34 and Grouse Hollow Lane. The wind-driven fire was spreading to the south at a high rate of speed; however, no structures were immediately threatened. Crews from Station 1, Station 2, Station 3, Station 8, Station 9 and Estes Valley Fire District were able to control the fire in just under 45 minutes. Units remained on scene for several hours completing mop-up operations.
- 4-14-2017 – A first alarm assignment was dispatched to East 5th Street for a residential fire; Engine 1 arrived on scene of a detached garage with a second floor apartment approximately half engulfed in fire. The fire was significantly impinging on the main house on the property. Crews controlled the fire quickly utilizing two attack hose lines, crews were on scene for several hours completing overhaul and the fire cause investigation. The main house sustained minor exterior damage.
- 4-22-2017 – Engine 1 and Thompson Valley EMS responded to the Rosebud Motel for a medical emergency call, just as the patient was being transported to the hospital an explosion occurred in a separate unit. Following the explosion, the unit became engulfed in fire. The Engine 1 crew deployed hoselines to initiate the fire attack and called for additional resources. The fire traveled through the attic space before being brought under control. Thompson Valley EMS provided EMS evaluation and treatment to three occupants of the building. Loveland Police, Loveland Light and Power, American Red Cross and Xcel Energy assisted on scene.

READINESS

- LFRA and Thompson Valley EMS conducted multi-patient traffic accident scenarios for all fire and ambulance crews. The training focused on patient care, patient packaging and incident command.
- The Special Operations Team conducted large animal rescue training in the month of April. LFRA responds to several large animal rescue incidents each year.
- Situational Awareness and Tactical Decision Making under Stress video conference training was presented to each shift. Classroom setting training is often delivered through video conferencing to assist with maintaining system response coverage.

RESOURCES

- The type 3 wildland urban interface engine and three water tenders that are on order from Rosenbauer Trucks are in the final stages of design. Delivery is expected late in 2017.

RELATIONSHIPS

- Berthoud Fire District, Loveland Police SWAT, Loveland Police Canine, Colorado State Patrol and Larimer County Park Rangers utilized the Training Center during the month of April.
- LFRA honored the outstanding work of the Loveland Emergency Communication Center Dispatchers during the annual Dispatch Week.
- LFRA provided several lead instructors for a Colorado Division of Fire Prevention and Control Fire Officer 2 Certification Class hosted by the Front Range Fire Rescue Authority.
- Loveland Police, Thompson Valley EMS, Thompson School District and LFRA collaborated on an Every 15 Minutes event at Loveland High School that simulated a major traffic incident. The event highlighted the severe impacts of drinking or texting while driving.
- The Front Range Fire Consortium Spring Academy rotated through the Training Center in April, LFRA provided instructors for two live-fire training topics for the recruits.



West Highway 34 Wildland Fire



East 5th Street Structure Fire



Rosebud Motel Explosion and Fire



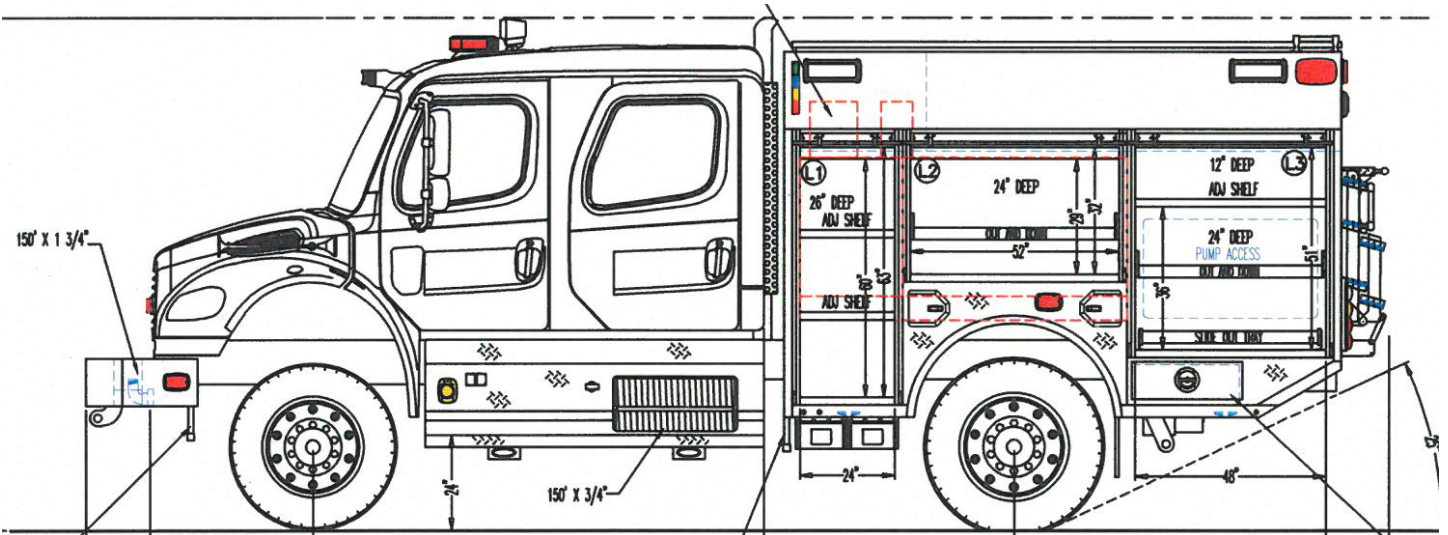
Honoring the LECC Dispatchers



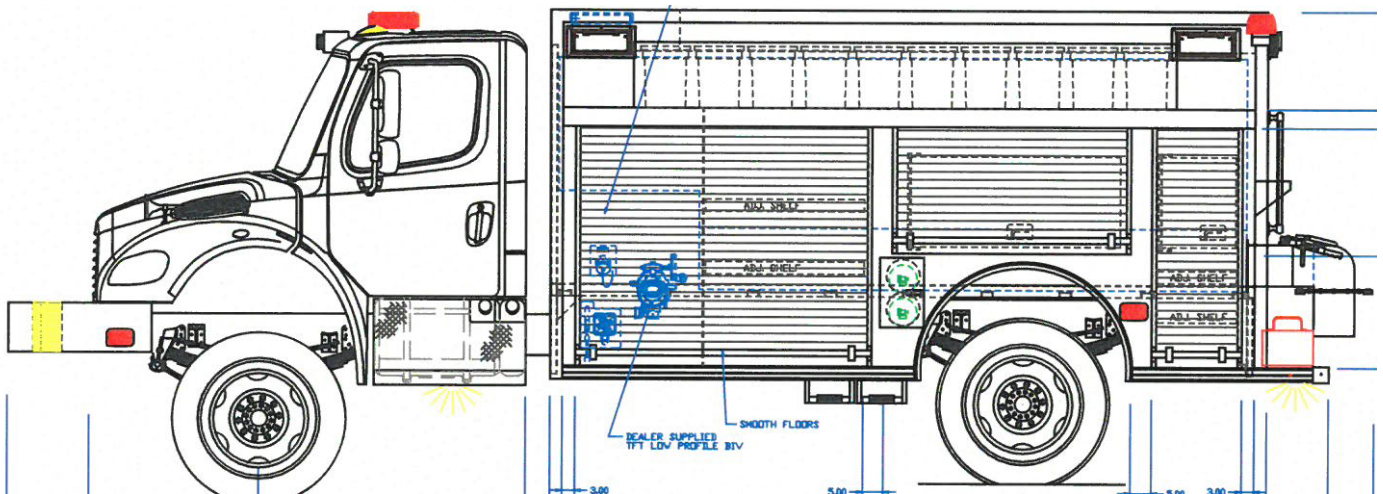
Multi-Patient Traffic Accident Training w/ TVEMS



Every 15 Minutes Event at Loveland High School



Type 3 Wildland Urban Interface Engine Drawing – engine to be delivered in late 2017



Water Tender Drawing – three identical tenders to be delivered late in 2017



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

Update/overview of CSD & Special Events (Ned):

- ❖ Planning for the annual 4th of July fireworks show continues. Discussion with the HOA is still taking place to put a patrol boat on the lake to keep people out of the fallout zone. Looking into the purchase of 2000' feet of buoy line as a "hard barrier".
- ❖ Finalize the 1st grade safety presentations, 2017 - total contact 922 children, 91 adults. Cost in overtime dollars.
- ❖ Working with Dan and Ty to ensure we are ready for the Accreditation site visit.
- ❖ Fire Investigation for the Estrella Dr. structure fire.
- ❖ Work on the Rosebud Fire and need to assist the tenants. Discussion and planning for a city emergency response team initiated by CMO.
- ❖ Passed the written NFPA Fire Inspector II testing.

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

- Participation as technical specialists on the Pulliam Building, the Brands, and the Foundry continue on the planning and review processes. CSD will provide the plan review and inspection capability for the projects, the need for additional staffing may be necessary.
- Discussed with PFA the need to improve communication between Fire Department reviewers and county planning projects, after there were challenges to two projects due to communications. The Division Chiefs will coordinate a meeting with county planners to help improve communication.
- Finished inspections for all building permits for approximately 200 "firehouses" at Firehouse Self-Storage. This was a challenging project as the owner had no approvals or permits prior to building and placing all the units and did not want to comply with standard Fire Code requirements for vehicle access.
- Created a spreadsheet to better track the numerous code compliance cases currently worked on through CSD and FITs. Current load is at about 25. This is a result of better code knowledge of crews doing safety assessments.
- Worked with Larimer County Building Department to resolve a permitting issue constructed last year as a private garage, used to store the owner's commercial vehicles for their construction business. The county building official determined the owner must obtain a commercial building permit, which will require engineered drawings and modifications to the structure.

Accreditation, ISO, Code Enforcement- (Dan)

FIRE INVESTIGATION: Assisted with fire investigations for the Estrella Dr Fire and the explosion at the Rosebud.

ACCREDITATION: Continue to coordinate for the site visit. Worked with Kristen and Ty to finalize travel plans and set the schedule for the visit, May 7-12, 2017.

INSPECTIONS: Reviewed/approved 22 burn permits. Performed 4 code compliance inspections generated by either citizens or fire service personnel. Issued 5 Hazmat permits to assist the FITs. Tank Removal at Viestenz-Smith Park.

TRAINING: Participated in the Loveland High School CPR training event, Hosted the Peer Support monthly meeting.

Public Affairs – (Scott)

- * Attended Larimer County Emergency Managers monthly meeting
- * Attended 2017 Emergency Preparedness Expo planning meeting
- * Attended Larimer County Public Information Officers monthly meeting
- * Worked on Disaster Assistance Center plan document
- * Research on potential web-based Emergency Management/Fire Safety interactive platforms
- * Assisted with Fire Safety House presentations at 8 different elementary schools (4 days)
- * Business Emergency Action Plans and Continuity of Operations Planning meeting with staff at Genesis Hospitality
- * Conducted 8 car seat inspections/installations
- * Conducted 2 Knox key updates at local businesses
- * Completed FEMA EMI IS-251 and IS-130 on-line courses
- * Completed 1 hour webinar for WebEOC/Everbridge notifications
- * Edits to Accreditation Performance Indicator 9C.4
- * Numerous LFRA website updates & social media posts
- * PIO duties/coordination with Reporter-Herald and other media outlets for a handful of incidents
- * Press release for Rosebud incident
- * Conducted 1 Youth Firesetter Intervention and completed associated paperwork and data entry
- * Attended LCUAS meeting and training session

Emergency Management – (Pat)

The last of 4 basic ICS courses were delivered to the school staff of every school in the district with approx. 130 total attendees. These ICS classes given in advance of the tabletop exercise scheduled for May 2, 2017. This will be the first disaster exercise specifically held for and with the school district.

Flood Recovery

- Attended on-going city recovery planning meetings

Operations and Maintenance

- On-going EOC maintenance

Planning and Documentation

- Finalized the EM-related accreditation section – 5D
- Finalized and published the 2016 Airport Exercise AAR/IP
- Worked on AAR/IP for 2016 Blizzaster Functional Exercise
- Intern began working on supporting docs for OEM Strategic Plan development

Emergency Preparedness Relationships

- Attended LCEHC meeting
- Participated in IAEM Executive Board conference call
- Attended LCEM meeting
- Facilitating the design and delivery of a 3-day young women's "fire academy" sponsored by Aims CC to be held this summer

Grants

- Reached out to State reps for grant opportunity info for land purchase funding sources

Training and Public Outreach

- Facilitated the delivery of severe Weather Training for city employees and general public
- Conducted 4 ICS course deliveries for Thompson School District, approx. 130 students
- Attended 2 day course on Access and Functional Needs planning

Exercises

- Held final planning meetings for Thompson School District tabletop exercise
- Finalized and published the AAR for the 2016 Airport Exercise

From: [Scott Pringle](#)
To: [LFRA](#)
Subject: Good News!
Date: Friday, March 31, 2017 7:49:06 AM
Attachments: [image001.png](#)

I was able to procure a donation of 264 smoke alarms and 105 carbon monoxide alarms from Kidde, as a part of their "Operation Save-a-Life" program (in conjunction with ABC Denver7 News and the Home Depot). The combined retail value of these alarms is approximately \$12,000, so this was a very generous donation to our agency.

I know that all of the fire stations have either been low or completely out of CO alarms, so I've placed a box (3 alarms) in the supplies cabinet at Fire Station 1 for each station. As needed, please let me know and I'll get more smoke or CO alarms out for any station that needs them. If you are in need of smoke alarms, please let me know.

Please remember to log the distribution of any smoke and/or CO alarms in ETI. Also, because the CO alarms are expensive and usually hard to obtain through grants and donations, please limit distribution of CO alarms to only 1 per household in need. We typically can give 3 – 4 smoke alarms per household. As a reminder, our alarm distribution program is intended for low-income and high-risk citizens who otherwise may not be able to purchase alarms on their own.

If you have any questions, please let me know.

Thanks,

Scott Pringle, CFEI, CVFI
Public Affairs Officer
Loveland Fire Rescue Authority



970-962-2614 - office
www.cityofloveland.org
<https://twitter.com/LovelandFRA>

"The greatest impact we can have on community safety is through preventative education."

Loveland Firefighters,

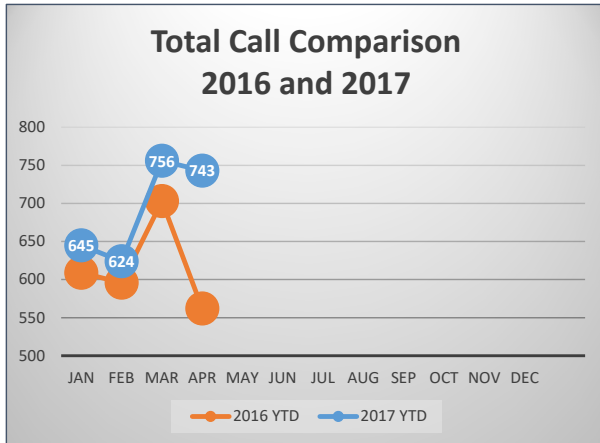
Thank you so very
much for such an
engaging, informative
presentation. Our students
learned so much important
information. So grateful
for you all.
Rosa Martin



LOVELAND FIRE RESCUE AUTHORITY

Operations Division

April 2017



TOTAL CALLS - YEAR TO DATE

	City	Rural		Auto-Aid/ Mutual Aid	
		County	Johnstown		TOTAL
# Incidents	2351	348	103	76	2878
		451			
Percentage	81.69%	15.67%		2.64%	

APRIL 2017 CALL TOTAL

	City	Rural		Auto-Aid/ Mutual Aid	
		County	Johnstown		TOTAL
# Incidents	611	84	31	17	743
		115			
Percentage	82.23%	15.48%		2.29%	

MARCH 2017 CALL TOTAL

	City	Rural		Auto-Aid/ Mutual Aid	
		County	Johnstown		TOTAL
# Incidents	638	101	26	22	787
		127			
Percentage	81.07%	16.14%		2.79%	

FEBRUARY 2017 CALL TOTAL

	City	Rural		Auto-Aid/ Mutual Aid	
		County	Johnstown		TOTAL
# Incidents	544	80	24	18	666
		104			
Percentage	81.68%	15.62%		2.70%	

JANUARY 2017 CALL TOTAL

	City	Rural		Auto-Aid/ Mutual Aid	
		County	Johnstown		TOTAL
# Incidents	558	83	22	19	682
		105			
Percentage	81.82%	15.40%		2.78%	



LOVELAND FIRE RESCUE AUTHORITY
Operations Division
April 2017

TRAINING CATEGORIES	FULL-TIME STAFF TRAINING HOURS				CANYON TRAINING HOURS			
	CURRENT MONTH	PREVIOUS MONTH	CURRENT YEAR TO DATE	PREVIOUS YEAR TO DATE	CURRENT MONTH	PREVIOUS MONTH	CURRENT YEAR TO DATE	PREVIOUS YEAR TO DATE
ARFF	18.5	65.0	189.5	138.6	0.0	0.0	0.0	Data Not Available
Community Safety	0.0	29.0	77.0	629.5	0.0	0.0	0.0	
Driver/Operator	178.4	185.8	595.0	716.3	0.0	0.0	10.0	
EMS	168.0	31.3	282.1	372.5	0.0	0.0	0.0	
Firefighter	353.8	459.5	1,027.3	1,596.8	5.0	4.0	25.0	
Fire Officer	451.5	194.0	928.5	932.5	0.0	2.0	2.0	
HazMat	51.1	77.1	166.5	151.0	0.0	0.0	0.0	
TacFire	0.0	0.0	42.0	4.0	0.0	0.0	0.0	
Tech Rescue	88.0	87.0	350.0	419.6	1.0	0.0	3.5	
Wildland Fire	139.0	455.7	1,113.7	796.5	0.0	119.0	124.0	
Other	84.9	183.0	426.4	504.3	0.0	0.0	0.0	
TOTAL	1,533.1	1,767.3	5,198.0	6,261.4	6.0	125.0	164.5	



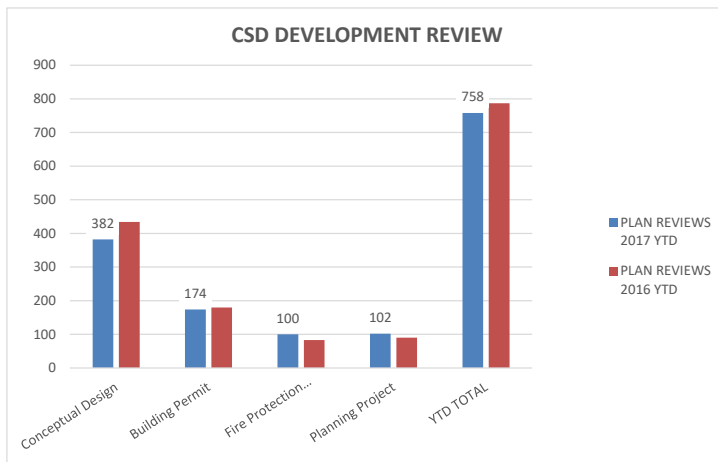
LOVELAND FIRE RESCUE AUTHORITY

Community Safety Division

April, 2017

DEVELOPMENT REVIEW STATISTICS

	City	County	Johnstown	Totals	Hours
Conceptual Design Reviews	124	3	0	127	58
Previous Month	69	2	0	71	52
YTD Total	373	9	0	382	201
Previous YTD	418	5	11	434	232
Building Permit Reviews	54	0	0	54	81
Previous Month	27	2	2	31	48.5
YTD Total	168	4	2	174	264.5
Previous YTD	168	5	7	180	266.5
Fire Protection Permit Reviews	12	1	1	14	24
Previous Month	38	1	8	47	59
YTD Total	78	8	14	100	129
Previous YTD	72	6	5	83	102
Planning Project Reviews	19	5	1	25	25
Previous Month	21	3	0	24	24
YTD Total	86	15	1	102	102
Previous YTD	72	12	6	90	234
TOTAL REVIEWS YTD	705	36	17	758	
PREVIOUS YEAR YTD	730	28	29	787	

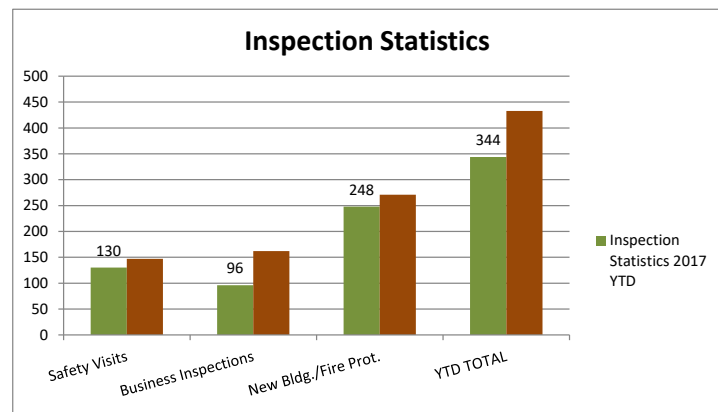


Planning & Building Check-Ins YTD
Fire Protection Permits Average days in review
Percent within goal time

206	14
9.4	
April	92.0%

INSPECTION STATISTICS

	City	Rural	Johnstown	Total	Hours
Eng. Co. Safety Visit 2 & 3 Yr.**	14	10	N/A	24	20.5
Safety Re-Visit	3	0	N/A	3	1.75
YTD Total	105	25	N/A	130	71.5
Previous YTD	116	31	N/A	147	95.75
Business Inspections	17	3	N/A	20	16.75
Previous Month	18	3	N/A	21	26.25
YTD Total	84	12	N/A	96	87.5
Previous YTD	135	27	N/A	162	184.45
New Bldg./Fire Protection	45	29	8	82	119
Previous Month	49	8	24	81	119.00
YTD Total	151	49	48	248	364.5
Previous YTD	224	47	N/A	271	406
TOTAL INSPECTIONS YTD	235	61	48	344	
Previous Year	359	74	N/A	433	



*New Measure. Prior year data not available for New Bldg/Fire Protection

**Engine Company Safety Visits are not included in YTD Totals

CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. YTD	YTD Total	Highlights/Projects
Hazmat Permits	3	2	6.5	5	5	50	21	*Attended Larimer County Emergency Managers monthly meeting
Tents/Special Events*	2	0	2	2	2	6	5	*Worked on Disaster Assistance Center plan document
Burn Permits Issued	0	21	2.5	21	14	77	71	*Numerous LFRA social media posts
Investigations	10	3	13	13	13	50	51	*Conducted 2 Knox key updates at local businesses
Service Call/Complaints	2	0	2	2	2	14	10	*Final inspections completed for Firehouse Storage
Car Seats Installed	10	0	5	10	7	36	30	*
YFS Program	1	0	3	1	0	8	4	*
Public Education Events	10	1	29	11	3	7	15	*
Total Pub. Ed. Contacts	11	0		11	3	657	448	*

*This also includes Pyrotechnics permits

Agenda Item Cover

Item No.: 9

Meeting Date: May 31, 2017

Prepared By: Andrea Wright



TITLE

Annual Evaluation of the Fire Chief's Performance

EXECUTIVE SUMMARY

The Board provided feedback to the City's Human Resources Director and met in executive session on May 10, 2017 to discuss and consolidate feedback for the Fire Chief's annual performance evaluation. The Board will discuss this consolidated evaluation with the Fire Chief.

BACKGROUND

Discussion regarding the Fire Chief's 2016-2017 performance evaluation and any associated merit increase.

STAFF RECOMMENDATION

None

FINANCIAL/ECONOMIC IMPACTS

Potential merit increase

ASSOCIATED STRATEGIC GOALS

N/A

ATTACHMENTS

None