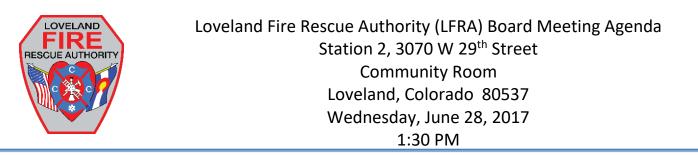
### **Loveland Fire Rescue Authority Board Meeting**



Station 2 3070 W. 29<sup>th</sup> Street Community Room Loveland, Colorado 80537 Wednesday, June 28, 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 <u>TitleSix@cityofloveland.org</u> or <u>970-962-2372</u> 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.

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 <u>TitleSix@cityofloveland.org</u> 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 Coordinador de Loveland en Jason.smitherman@cityofloveland.org o al 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.



- 1. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority Board for the May 31, 2017 Regular Board Meeting.
- Consider a Motion to Approve Resolution No. R-74, Adopting and Entering into the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust and Taking Other Actions in Connection Therewith
- 3. Consider a Motion to Adopt Resolution No. R-75, Regarding the Transfer of and Appropriation of Moneys Within LFRA Funds
- 4. Consider a Motion to Approve Inter-Governmental Agreement Regarding the Larimer County Unmanned Aircraft System (LCUAS) Team

#### 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. Presentation on Proposed Sworn Retirement Plan Contribution Revisions
- 6. Discussion on the Impact Fee Study, Continued from April and May Board Meetings
- 7. Review Briefing Papers and Correspondence.
  - a. Chief's Report
  - b. Letters
  - c. May Operations Statistics
  - d. May Community Safety Division Statistics
- 8. Other Business for Board Consideration

#### ADJOURN

#### **Agenda Item Cover**

Item No.: 1

Meeting Date: June 28, 2017

Prepared By: Kristen Cummings, Business Services Coordinator

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#### TITLE

Consider a Motion to Approve the Minutes from the May 31, 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 May 31, 2017 regular meeting of the LFRA Board. The document details the discussions at the meeting including: the approval of the consent agenda (Minutes, Mutual Aid Agreement with PFA, CSP and LCSO for Hazardous Substance Incidents, the Vehicle Use Agreement with the City of Loveland), a discussion on the impact fee study, an update on the 2018 Strategic Plan Revision, a discussion regarding the revision of sworn firefighter pension plan contributions, the annual evaluation of the Fire Chief's performance, 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

May 31, 2017 Minutes



#### Loveland Fire Rescue Authority Board Meeting Minutes Wednesday, May 31, 2017 3070 W. 29<sup>th</sup> 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 Ned Sparks, Division Chief Greg Ward, Division 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 Janet Bailey, Loveland Fire Rescue Advisory Committee

#### Call to Order:

Chairman Swanty called the Loveland Fire Rescue Authority ("LFRA") Board meeting to order on the above date at 1:34 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 April 26, 2017 Regular Board Meeting.
- 2. Consider a Motion to Approve the Minutes from the LFRA May 10, 2017 Special Board Meeting.
- 3. Consider a Motion to Approve the 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.

Kristen Cummings distributed proposed revisions to the minutes from the May 10, 2017 special Board meeting for the Board's consideration. Vice Chairman Gutierrez moved to approve the consent agenda, including the May 10, 2017 special Board meeting minutes as revised. Director Legits seconded; motion carried unanimously.

#### **Regular Agenda:**

#### 5. Discussion on the Impact Fee Study

Emily Powell gave a presentation summarizing the three different options for funding future fire stations that have been discussed by the Board in the recent months. The first option would be for LFRA to fund and have ownership of the fire stations, which would likely be financed. Repayment would be made fully or in part by implementing an impact fee IGA with the City and County, and possibly Johnstown. The second option would be for the City and Rural District to have separate funding and ownership, as is consistent with the current fire stations, with the City funding stations in the City's jurisdiction, and the Rural District funding stations in the Rural District's jurisdiction. The third option would be for the City to fund and own all fire stations regardless of their location, likely using the City's CEF revenue. The benefits and challenges for each option were presented.

Emily advised that the proposed Intergovernmental Agreement (IGA) for implementing impact fees within the City of Loveland is nearly ready for Board review, and could be implemented on a short timeline, if the Board and City decide to go that route.

The Board discussed the need for Johnstown to be supportive of also implementing impact fees with LFRA in Johnstown's jurisdiction, and that until the position of Johnstown's Town Council is known, the Board felt a decision should not be made.

Chief Miller suggested that it would be possible for the City to continue collecting CEF's and not enter into an IGA with LFRA for implementing impact fees, while still having LFRA enter into an IGA implementing impact fees in Johnstown and unincorporated Larimer County. Director Adams made note that City CEF's might decrease in this circumstance due to the increase in impact fees from other sources, and the City's CEF study would need to be looked at.

The Board directed Mark Miller to continue pursuing impact fees with Johnstown. Director Adams advised that the City Council is meeting with the Johnstown Town Board on July 24, 2017, and they could discuss this with them at that time. A suggestion was made that Director Adams also meet with Johnstown's City Manager prior to that date.

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

Randy Mirowski provided the Board with a draft of the first six sections of the 2018 LFRA Strategic Plan Revision. He advised that a technical writer is currently editing these sections. The Strategic Plan revisions are ahead of schedule, at approximately 50% complete. The Strategic Plan is expected to be approximately 120 pages. Other similar fire departments have Strategic Plans that are closer to 25 pages, and are primarily focused on the business-side aspects of the agency. Randy informed the Board that he would like to develop a supplemental document that will serve as a 25-page condensed summary of LFRA's business-like activities.

#### 7. Discussion Regarding the Revision of Sworn Firefighter Pension Plan Contributions

Chief Miller advised that at next month's Board meeting, there would be a formal presentation on proposed changes to LFRA's sworn firefighter pension plan. The proposed changes are similar to the pension plan changes the City's Police Department implemented. He advised that implementation of the proposed LFRA pension plan changes is expected to cost less than the Police Department's implementation, due to having fewer sworn employees. If approved, the funding will be included in the 2018 budget.

#### 8. Chief's Report

Chief Miller advised that with Renee Wheeler separating from LFRA, the duties of her former position have been temporarily assigned to the administrative staff. He stated that the duties and responsibilities of the position are being evaluated to ensure that the position continues to satisfy the needs of LFRA as it changes, and the position is not expected to be filled in the same capacity.

Chief Miller, Chairman Swanty, Randy Mirowski, Lt. Dan Engelhardt and Ty Drage will be

traveling to Charlotte, North Carolina in July for the final step in LFRA's accreditation process.

Chief Miller offered to make a presentation to the Board about the Firestone explosion incident that occurred on April 17, 2017, and LFRA's any potential implications for the City or LFRA.

Chief Miller is starting to receive citizen complaints about fireworks, and they are expected to continue over the next several weeks. Unfortunately, the use of illegal fireworks is common in the City's boundaries and is a matter of police enforcement.

#### 9. Annual Evaluation of the Fire Chief's Performance

Director Fogle 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. The Board went into executive session at 3:03 p.m.

Upon motion duly made and seconded, the Board came out of executive session at 3:38 p.m.

Upon motion duly made and seconded, the Board approved the Fire Chief's 2016-17 annual performance review and a 3.5% merit pay increase for the Fire Chief, effective May 1, 2017.

#### **10. Other Business for Board Consideration**

None.

Chairman Swanty adjourned the regular meeting at 3:42 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: June 28, 2017

Prepared By: Andrea Wright, Human Resources Manager



#### TITLE

Consider a Motion to Approve Resolution R-74, A Resolution Adopting and Entering into the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust and Taking Other Actions in Connection Therewith

#### **EXECUTIVE SUMMARY**

The Colorado Department of Local Affairs (DOLA) will again reimburse 100% of the cost for LFRA participating in the Heart Trust. Starting July 1, 2017 there is an option to participate in a similar trust for covered cancer claims. Following the passage of the 2007 presumption of cancer legislation, a number of reports began circulating stating that firefighters were denied workers' compensation benefits or experiencing delays in the receipt of their benefits for as long as two years or more.

The Voluntary Cancer Award Program (VCAP) was designed to address this concern by providing immediate payment upon diagnosis of any of the following five currently covered cancers: brain, skin, digestive, hematological, or genitourinary. This would provide immediate payment to more firefighters and result in an increase in the amount paid to firefighters at a reduced cost for employers when compared with the current statutory environment **BACKGROUND** 

The entire document is attached.

#### STAFF RECOMMENDATION

Approve the resolution as presented to continue the Heart Trust and join the Cancer Trust.

#### FINANCIAL/ECONOMIC IMPACTS

LFRA has 76 firefighters eligible for the Cancer Coverage, and \$265 per firefighter, totaling \$20,140, which is 100% reimbursable by the Colorado Special Districts Pool. There are 82 firefighters eligible for the Heart Coverage at \$175 each, totaling \$14,350, which qualifies for 100% reimbursement by the Colorado Department of Local Affairs.

#### ASSOCIATED STRATEGIC GOALS

#### ATTACHMENTS

Resolution R-74

#### **RESOLUTION NO. R-74**

#### A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER HEART AND CANCER BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

**WHEREAS,** under state law, specifically, Part 3 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein is required to maintain certain firefighter heart and circulatory malfunction benefits in accordance with and subject to the requirements and limitations of said Part 3; and

WHEREAS, under state law, specifically, Part 4 of Article 5 of Title 29, Colorado Revised Statutes (C.R.S.), an employer as defined therein may participate in the voluntary firefighter cancer benefits program to provide certain cancer benefits in accordance with and subject to the requirements and limitations of said Part 4; and

**WHEREAS,** in order to provide such benefits, an employer, which includes Loveland Fire Rescue Authority (the "Authority") is authorized to participate in a multiple employer health trust; and

WHEREAS, the Board of Directors (the "Board") of the Authority has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Sections 10-3-903.5, 29-1-201, et seq., 29-5-302, and 29-5-402, C.R.S., as amended, to participate with other employers in a multiple employer health trust for the provision of such benefits and for related claims handling, risk management, and other functions and services related to such benefits; and

WHEREAS, the Board has reviewed the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A, by and through which the Members (as defined therein) desire to establish a trust (the "Trust") and provide a benefit plan that provides firefighter heart and circulatory malfunction benefits and a benefit plan that provides cancer benefits consistent with the provisions of Part 3 and Part 4 of Article 5 of Title 29, C.R.S., as specified in the Colorado Firefighter Heart and Circulatory Malfunction Benefits Plan and Colorado Firefighter Cancer Benefits Plan (collectively, the "Plan"); and

**WHEREAS**, the Members intend that the Trust, together with the Plan, shall constitute an irrevocable trust exempt from taxation under Internal Revenue Code Section 115; and

**WHEREAS,** the Board finds that membership and participation in the Trust and Plan would be in the best interests of the Authority, its employees and its taxpayers; and

**WHEREAS,** the Board by this enactment desires to adopt and enter into the Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, and to take other actions in connection therewith.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Authority hereby:

- 1. Approves the contract entitled Trust Agreement for the Colorado Firefighter Heart and Cancer Benefits Trust, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference (the "Trust Agreement").
- 2. Authorizes the Board Chairman to execute the Trust Agreement on behalf of the Authority.
- 3. Directs that staff transmit to the Colorado Firefighter Heart and Cancer Benefits Trust (the "Trust"), McGriff, Seibels & Williams Inc., PO Box 1539, Portland, OR 97207-1539, executed and attested copies of this Resolution and such Trust Agreement.
- 4. Designates Mark Miller as its initial Member Representative to the Trust and designates Andrea Wright as its initial Alternate Representative to the Trust, such persons having the addresses stated below.
- 5. Representative Mailing Address: 410 E. Fifth Street, Loveland, CO 80537

Representative E-mail address: mark.miller@lfra.org

Alternate Representative Mailing Address: 410 E. Fifth Street, Loveland, CO

80537

Alternate Representative E-mail address: andrea.wright@lfra.org

6. Understands that, with the adoption of this Resolution and subject to the terms of the Trust Agreement, the Authority becomes a Member of the Trust, with its participation to commence effective as of the date determined in accordance with Trust Agreement. The Board of the Authority hereby requests, unless other dates are later designated by the Fire Chief, that

coverage should begin on the following dates for the following type of coverage:

Date	Coverage
01/06/2015	Heart and Circulatory Award Coverage pursuant to Resolution # R-4-2015, transmitted from the City of Loveland to the Trust on or about January 6, 2015, and the letter from the Authority to the Trust dated November 25, 2015 regarding the transfer of CFH Trust Membership.
07/01/2017	Cancer Award Coverage

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IN WITNESS WHEREOF, this Resolution was adopted by the Board of Directors of the Authority on the 28th day of June, 2017.

Jeffrey M. Swanty, Chairperson

ATTEST:

Kristen Cummings, Secretary

#### Agenda Item Cover

Item No.: 3

Meeting Date: July 28, 2017

Prepared By: Cheryl Cabaruvias, Administrative Analyst



#### TITLE

#### Consider a Motion to Approve Resolution R-75, the Transfer of Budget Within LFRA Funds

#### **EXECUTIVE SUMMARY**

The transfer of \$6,500 from fund 604 to fund 605 will provide balance of amount needed for vehicle upfitting contract for four support vehicles.

The transfer of \$15,000 from fund 604 to fund 606 will provide amounts needed to establish a reserve for Rocky Mountain Reserve for flexible spending benefit claims.

#### BACKGROUND

The fund 604 is the main funding source for LFRA operations. In 2017, fund 605 was established for employee benefits; and fund 606 was established for vehicle replacement.

- The Employee benefits fund 605 was established in 2017 without a reserve balance. Rocky Mountain Reserve requires a 10% deposit at the beginning of the year to pay for flexible spending claims. The fund experiences a negative cash flow until it is replenished with monthly employee and employer contributions.
- The Emergency Medical Services program has an annual contract for maintenance of the AED machines. The
  machines that were purchased using the Heart Safe program are being maintained by that program, resulting
  in a maintenance cost savings. It is recommended that a portion of this savings be transferred to fund 606 to
  supplement the purchasing bid for upfitting of four support vehicle replacements, which was over the
  estimated budget by \$6,500.

No additional contributions are required of our governing partners. Per the fourth Amendment of the IGA between LFRA and the City of Loveland, transfer between funds does not require approval from the City of Loveland or the Rural District.

#### STAFF RECOMMENDATION

Consider a motion to approve the inter-fund transfer resolution.

#### FINANCIAL/ECONOMIC IMPACTS

There are no negative financial impacts as a result of this action. Appropriated funds are available.

#### ASSOCIATED STRATEGIC GOALS

Deliver cost effective services.

#### ATTACHMENTS

**Resolution R-75** 

#### **RESOLUTION NO.** <u>**R-075</u>**</u>

#### A RESOLUTION ADOPTING A 2017 SUPPLEMENTAL BUDGET REGARDING THE TRANSFER AND APPROPRIATION OF MONEYS FROM THE GENERAL FUND TO THE VEHICLE REPLACEMENT FUND AND THE EMPLOYEE BENEFITS FUND FOR THE LOVELAND FIRE RESCUE AUTHORITY, STATE OF COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2017 AND ENDING ON THE LAST DAY OF DECEMBER 2017

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

WHEREAS, on August 31, 2016, the Authority Board of Directors ("*Board*"), after complying with notice and other statutory requirements, duly adopted a budget for fiscal year 2017 ("*2017 Budget*"). Pursuant to Section 4.1 of the Establishing IGA, the 2017 Budget subsequently was approved by the City Council and by the Rural District Board of Directors, and became effective as of the date both the City Council and Rural District Board of Directors approved it;

WHEREAS, after adopting the 2017 Budget and making appropriations thereunder, the Authority Board determined it necessary to transfer appropriated moneys from the General Fund to the Vehicle Replacement Fund and the Employee Benefits Fund for fiscal year 2017;

WHEREAS, the Authority Board authorized its administrative staff to prepare and submit a proposed 2017 Supplemental Budget reflecting the transfer of appropriated moneys from the General Fund to the Vehicle Replacement Fund and the Employee Benefits Fund;

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

WHEREAS, the 2017 Supplemental Budget does not require additional contributions by the City Council or Rural District Board of Directors, and pursuant to Section 4.1 of the Establishing IGA, shall become effective upon approval by the Authority Board;

WHEREAS, the Authority Board desires to adopt the attached 2017 Supplemental Budget, and transfer the appropriated moneys from the General Fund to the Vehicle Replacement Fund and the Employee Benefits Fund, as appropriate;

WHEREAS, due and proper notice, published and posted in accordance with the law, advised the public that (1) the Authority's proposed 2017 Supplemental Budget was available for inspection by the public at a designated public office; (2) the Authority Board would hold a public hearing on the proposed 2016 Supplemental Budget on Wednesday, June 28, 2017 at 1:30 p.m.; and (3) interested electors could comment on or file or register any objections to the proposed 2017 Supplemental Budget any time before the public hearing; and

WHEREAS, the Authority Board held a public hearing on Wednesday, June 28, 2017, and interested electors were given the opportunity to comment on or to file or register any objections to the attached 2017 Supplemental Budget.

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

Section 1. Transfer and Appropriation of Money from the General (Operations) Fund to the Employee Benefits Fund. The Authority Board hereby ratifies and approves the transfer and appropriation in 2017 of \$15,000 in appropriated moneys from the Authority's General Fund to the Authority's Employee Benefits Fund.

<u>Section 2.</u> Expenditure of Moneys from the Employee Benefits Fund. The Authority Board hereby authorizes and approves the expenditure in 2017 of an additional \$15,000 from the Authority's Employee Benefits Fund to establish a reserve for payment of employee flexible spending account claims.

Section 3. Transfer and Appropriation of Money from the General (Operations) Fund to the Fleet Replacement Fund. The Authority Board hereby ratifies and approves the transfer and appropriation in 2017 of \$6,500 in appropriated moneys from the Authority's General Fund to the Authority's Fleet Replacement Fund.

<u>Section 4.</u> Expenditure of Moneys from the Fleet Replacement Fund. The Authority Board hereby authorizes and approves the expenditure in 2017 of an additional \$6,500 from the Authority's Fleet Replacement Fund to pay the final balance on amounts due for upfitting four replacement support vehicles.

Section 5. Adoption of 2017 Supplemental Budget. The Authority Board hereby adopts the 2017 Supplemental Budget in the form attached to this Resolution.

<u>Section 6.</u> Purposes of 2017 Supplemental Budget Could Not Have Been Reasonably Foreseen. At the time the Authority Board adopted the 2017 Budget in the fall of 2016, it could not have reasonably foreseen the need to approve the transfer of appropriated moneys from the General Fund to the Vehicle Replacement Fund and the Employee Benefits Fund for fiscal year 2017.

ADOPTED this 28<sup>th</sup> day of June, 2017.

Jeffrey M. Swanty, Chairperson

ATTEST:

Secretary

I, Kristen Cummings, Secretary of the Loveland Fire Rescue Authority, Larimer County, Colorado, do hereby certify that the foregoing pages numbered 1 through 2, inclusive, constitute a true and accurate copy of the 2017 Supplemental Budget of the Authority Board, adopted at a regular meeting of the Authority Board at Loveland Fire Rescue Authority Fire Station #2, 3070 W. 29<sup>th</sup> Street, Loveland, CO 80537, on Wednesday, the 28<sup>th</sup> day of June, 2017, at the hour of 1:30 p.m.

Kristen Cummings, Secretary

#### Loveland Fire Rescue Authority 2017 Supplemental Budget

#### 2017 Supplemental Authority Transfers:

Account Title	Account Number	Amount	Description
Uses of Funds:	•	·	
EMS Repair & Maintenance	604-22-225-1607-43569	-\$ 6,500	Heart Safe Community program funded the maintenance contract for the AED units that were purchased through that program, resulting in a savings to the EMS program
Motor Vehicle	606-22-226-1647-48244	\$ 6,500	The upfitting contract for four new support vehicles was short of funding
Ins Deductible, Prop/Liab	604-22-227-1601-43311	-\$ 15,000	Historically LFRA has spent less than \$20,000 annually for Property/Liability deductibles. The current budget is \$40,000.
Flexible Spending	605-22-000-1616-43314	\$ 15,000	The Flexible Spending account requires an advance deposit of \$9,000 to fund claims as they are incurred. The availability of an additional \$6,000 will prevent underfunding the account.

#### **Agenda Item Cover**

Item No.: 4

Meeting Date: June 28, 2017

Prepared By: Mark Miller, Fire Chief

# LOVELAND FIRE RESCUE AUTHORITY

#### TITLE

## CONSIDER A MOTION TO APPROVE IGA REGARDING THE LARIMER COUNTY UNMANNED AIRCRAFT SYSTEM (LCUAS) TEAM

#### **EXECUTIVE SUMMARY**

The purpose of this agreement is to form the LCUAS Team, establish training requirement and operational guidelines, and to coordinate the provision of UAS services to the entities involved for reasons such as improving situational awareness of critical incidents, search and rescue, fire observation and damage assessment, crime/accident scene processing, disaster management, police pursuits, and other public safety purposes.

#### BACKGROUND

For several months, the representatives of the LCUAS Team having been developing this IGA as a matter of regional collaboration and professionalism. Entities involved include; Larimer County Sheriff's Office, the City of Fort Collins (Police Services), the City of Loveland (Police Services), CSU Police Department, Loveland Fire Rescue Authority, and Poudre Fire Authority.

Legal representatives from all entities have reviewed and revised this document to ensure it meets the needs of the LCUAS Team as well as the legal obligations and requirements of each entity.

#### STAFF RECOMMENDATION

Review and approve on consent

#### FINANCIAL/ECONOMIC IMPACTS

LFRA and Loveland Police have collaborated on the purchase of the UAS in October 2016. Training, insurance, etc. have been included in the LFRA budget for 2017. Ongoing maintenance and training will have to be included during annual budget preparation.

#### ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

#### **ATTACHMENTS**

LCUAS IGA

#### INTERGOVERNMENTAL AGREEMENT REGARDING THE LARIMER COUNTY UNMANNED AIRCRAFT SYSTEM (LCUAS) TEAM

This Intergovernmental Agreement Regarding the Larimer County Unmanned Aircraft System (LCUAS) Team ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 ("Effective Date"), by and between the Larimer County Sheriff's Office ("LCSO"); the City of Fort Collins, Colorado on behalf of Fort Collins Police Services ("FCPS"); the City of Loveland, Colorado on behalf of Loveland Police Department ("LPD"); the Board of Governors of the Colorado State University acting by and through Colorado State University on behalf of the Colorado State University Police Department ("CSUPD"); the Loveland Fire Rescue Authority ("LFRA"); and the Poudre Fire Authority ("PFA"). All of the foregoing entities may be collectively referred to in this Agreement as the "Parties", or individually as a "Party".

#### WITNESSETH:

WHEREAS, the Larimer County Sheriff is a duly elected official existing in accordance with Colorado law. The City of Fort Collins and City of Loveland are home rule municipalities duly organized and existing in accordance with Colorado law. The Colorado State University System is a political subdivision of the State of Colorado duly organized and existing in accordance with Colorado law. LFRA and PFA are public entities of the State of Colorado, each established by intergovernmental agreement pursuant to C.R.S. Section 29-1-203;

WHEREAS, C.R.S. Section 29-1-203 provides that governments may cooperate or contract with one another to provide certain services or facilities when such cooperation or contracts are authorized thereto with the approval of its legislative body or other authority having the power to so approve;

WHEREAS, pursuant to C.R.S. Section 29-1-203(1), the Parties are authorized to cooperate with one another to provide any function or service lawfully authorized to each of them and are therefore authorized under C.R.S. Section 29-1-203(1) to enter into this Agreement;

WHEREAS, the Parties recognize that a cooperative and coordinated multi-jurisdiction Larimer County Unmanned Aircraft System ("LCUAS") Team is the most effective and efficient way to provide unmanned aircraft system ("UAS") services that may cross their jurisdictional boundaries within Larimer County;

WHEREAS, the Parties believe that the coordination of their resources, information, expertise, equipment and money allows for a greater impact for UAS services than any one Party could achieve within its own jurisdictional boundaries; and

WHEREAS, the Parties desire to form the LCUAS Team with the responsibilities and obligations set forth herein.

NOW, THEREFORE, in consideration of the Parties' mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

#### AGREEMENT

- 1. <u>Term of Agreement</u>: The term of this Agreement shall begin on the Effective Date, and end on December 31, 2020, unless sooner terminated as provided herein or extended by the mutual written agreement of the then-current Party Team Leaders (defined below).
- 2. <u>Additional Parties</u>: A new governmental agency may become a party to this Agreement and the LCUAS Team upon the affirmative vote of two-thirds of the then-current Party Team Leaders, and execution by the new governmental entity of a signature addendum to this Agreement.
- 3. <u>Purpose</u>: The purpose of this Agreement is to form the LCUAS Team, establish training requirements and operational guidelines, and to coordinate the provision of UAS services to the Parties for reasons such as improving situational awareness of critical incidents, search and rescue, fire observation and damage assessment, crime/accident scene processing, disaster management, police pursuits, and other public safety purposes. The Parties, or any of them, may respond to any valid request for UAS service by any other Party, as determined by the responding Party's Party Team Leader (defined below), provided that the responding Party has adequate resources available to respond at the time of such request. At the discretion of each Party's Party Team Leader, the Parties, or any of them, also may respond to requests for UAS service by other governmental agencies, provided that the responding Party's Party Team Leader determines the request is valid and that the responding Party has adequate resources available. Each Party shall retain sole discretion to deploy its own UAS resources within its jurisdiction at any time, and each Party shall be under no obligation to respond to a request for service from another Party or other governmental agency.
- 4. <u>Team Coordinator</u>: By affirmative vote of a majority of the then-current Party Team Leaders, the LCUAS Team will biennially appoint a Team Coordinator. The term of the Team Coordinator is two years, and successive terms are not permitted. In addition to the biennial appointment, by affirmative vote of a majority of the then-current Party Team Leaders, the LCUAS Team may at any time remove the existing Team Coordinator and appoint a new Team Coordinator to serve for the remaining unexpired portion of the term. The duties of the Team Coordinator include, but are not limited to:
  - Serving as a point of contact for, and coordinating communications between, the Parties related to the LCUAS Team, as appropriate;
  - Calling for and chairing meetings of the LCUAS Party Team Leaders at the Team Coordinator's discretion or upon the request of another Party Team Leader (defined below);
  - Notifying all Party Team Leaders of any meetings of the LCUAS Team at least 72 hours in advance of any such meetings, except under emergency circumstances making such notice impracticable, in which case notice will occur as far in advance as is reasonably practicable; and
  - Performing such other duties as may be provided in the LCUAS Team Operational Guidelines.

- 5. <u>Party Team Leader</u>: Each Party will designate its Party Team Leader, who must be a supervisory member of such Party, to represent such Party on the LCUAS Team. Each Party Team Leader, or his/her designee, will represent the Party at meetings of the LCUAS Team and may vote on matters required or permitted pursuant to this Agreement. Additionally, each Party Team Leader or his/her designee is responsible for the administrative and on-scene supervisory functions related to its Party's UAS equipment and crew, including:
  - Ensuring the Party's flight crews have completed all Federal Aviation Administration ("FAA") requirements;
  - Maintaining a current list of the Party's certified crew members;
  - Monitoring the condition, maintenance and flight records of the Party's UAS and all associated equipment;
  - Performing the records management duties provided in paragraph [15] below; and
  - Performing such other duties as may be provided in the LCUAS Team Operational Guidelines.
- 6. <u>Rules and Regulations</u>: All Party members assigned to the LCUAS Team shall adhere to the rules and regulations set forth in their respective Party's rules, policies, and procedures, as well as those included in the LCUAS Team Operational Guidelines. The Party Team Leaders may amend the Operational Guidelines at any time by affirmative vote of two-thirds majority of the then-current Party Team Leaders.
- 7. <u>Other Support Personnel</u>: The Party Team Leaders and/or Team Coordinator may designate one or more Parties or Party members who are willing serve as other support personnel as needed in areas such as Visual Observer, Crew Member, Crime/Accident Scene Pre- and Post-Processing, Equipment Transportation and Storage, and On-Scene Support.
- 8. <u>Jurisdiction</u>: The jurisdictional location of the incident for which a LCUAS Team request for UAS service is made shall be governed by the geographical boundaries of the Party or other governmental agency making the request. The Party Team Leaders and the Team Coordinator will coordinate the LCUAS Team's response with the incident commander of such Party or other governmental agency ("Jurisdictional Incident Commander").
- 9. <u>Investigation</u>: The Jurisdictional Incident Commander of LCSO, FCPS, LPD, and CSUPD shall be responsible for any criminal investigation that may result from data obtained within their respective jurisdictions during a LCUAS Team response, and for working with the District Attorney's Office or coordinating with the other requesting governmental agency regarding any criminal investigation, as appropriate. LFRA and PFA shall be responsible for any investigations of possible arson that may result from data obtained within their respective jurisdictions, and for working with the District Attorney's Office or other governmental agencies as appropriate. LFRA and PFA will refer all other criminal investigations resulting from data obtained within their respective jurisdictions to the appropriate law enforcement agency.

#### 10. Employment Status:

- A. Any employee or volunteer assigned by a Party to provide services to the LCUAS Team shall at all times remain an employee or volunteer of that Party for all purposes, and shall not be considered an employee or volunteer of any other Party to the LCUAS Team. Each Party shall retain the same authority and responsibility over such employees and volunteers as it has with respect to its other employees and volunteers. Each Party shall be responsible for the compensation and benefits of its employees and volunteers, and shall be responsible for, and pay, all local, state, and federal taxes that are incidental to the employment or service of such employees and volunteers. The LCUAS Team is intended to operate as a part-time organization, and is not expected to require the full-time assignment of personnel by any Party.
- B. Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties hereto, shall in any respect alter or modify the status of officers, agents, employees, or volunteers of the respective Parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment or volunteer service. 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 a Party's personnel and equipment to any other Party or other governmental agency. Accordingly, the provisions of C.R.S. § 29-5-103 through C.R.S. § 29-5-110 do not apply to this Agreement.
- 11. <u>Fiscal Management</u>: Subject to section 19 below:
  - A. Each Party is responsible, at its own cost, for appropriating sufficient funds within its annual budget to provide for the training, licenses, certifications, and equipment required by that Party and its personnel to participate as an effective member of the LCUAS Team.
  - B. Upon the approval of each of their respective governing bodies, the Parties may from time to time pay an equal share of any funding determined necessary by the Party Team Leaders to maintain training, licenses, or certifications, or to purchase, maintain, repair, or replace equipment required for the operation and administration of the LCUAS Team as a whole ("Special Payment").
  - C. The LCUAS Team will biennially appoint one Party to serve as the LCUAS Fiscal Agent by the affirmative majority vote of the then-current Party Team Leaders. In addition to the biennial appointment, by affirmative majority vote of the then-current Party Team Leaders, the LCUAS Team may at any time remove a Party as the Fiscal Agent and appoint a new Fiscal Agent to serve for the remaining unexpired portion of the term. Any Special Payment shall be paid to the LCUAS Fiscal Agent to be deposited and held in a separate LCUAS Team Fund account.

- 12. Joint Use and Operation: Each Party shall, at its own cost, provide its own vehicles, fuel and equipment necessary to perform its duties required under this Agreement. Any equipment, including but not limited to unmanned aircraft, computers, vehicles, pagers, and cell phones, owned by a Party and made available for use by the LCUAS Team shall remain the property of such Party, and such Party is responsible, at its sole cost, for maintaining, repairing, and replacing such property as appropriate. Notwithstanding the foregoing, a Party shall reimburse any other Party for any repairs to or replacement of equipment necessary as the result of damage to such equipment caused by or resulting from the negligent or intentional act of the reimbursing Party, or its employees, volunteers, or agents. Any assets, equipment, or vehicles purchased in whole or in part through Federal Homeland Security Grants, other Federal or State Funding, or through the LCUAS Team Fund, will be owned equally by all then-current Parties to this Agreement, and costs of maintenance, repair, or replacement shall be paid from the LCUAS Team Fund.
- 13. <u>Insurance</u>: Each Party shall maintain general liability insurance, property insurance, and UAS aviation insurance in amounts sufficient to cover such Party's activities, equipment, and potential liabilities under this Agreement and the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as amended from time to time.
- 14. <u>Training</u>: The Federal Aviation Administration ("FAA") and other industry leaders have developed guidelines and requirements, including those related to qualifications, training and certification, for public safety UAS teams. Each Party, at its own cost, is responsible for ensuring that its members who are assigned as Pilots-In-Command or other LCUAS Team support personnel maintain any qualifications, trainings or certifications, and perform the duties and responsibilities, required by the FAA and/or the LCUAS Team Operational Guidelines. The LCUAS Team may pay for or provide minimum qualification trainings from the LCUAS Team Fund, upon the affirmative majority vote of the then-current Party Team Leaders.
  - A. The LCUAS Team Coordinator may apply for training opportunities offered at no charge to the Parties, and each Party may pursue any other available grant or third-party funding that may be available for training purposes. Any such grant or funding shall be deposited and held in the LCUAS Team Fund account.
  - B. Each Party is solely responsible for scheduling its members who are assigned to the LCUAS Team so that such members are available to attend mandatory trainings, or any other trainings required in order to maintain the assigned member's necessary certifications.
- 15. Records:
  - A. Each Party shall be the custodian of any records or data, including but not limited to photographic or video data, collected by its UAS equipment during a response, regardless of the jurisdiction in which the response occurs.

- B. The LCUAS Team will appoint one Party to serve as the LCUAS Records Manager by the affirmative majority vote of the then-current Party Team Leaders. The Records Manager will maintain original records of trainings paid for or provided through the LCUAS Team, if any, and in such event will provide copies to each Party of its members' specific trainings for its personnel records. Additionally, in the event the LCUAS Team obtains other records or data from any Party or other third party related to the LCUAS Team, then the LCUAS Records Manager also shall maintain such records or data. The LCUAS Records Manager shall direct third party requests for open records pursuant to Article 72 of Title 24, C.R.S. ("Open Records Act") concerning a Party or Party's member to that Party. The Party to whom the open records request is directed shall be responsible for responding to the request as required by law.
- C. Each Party shall maintain and be the records manager for all records related to training, licenses, and certifications, for its personnel, and all maintenance, repair, and flight records for its equipment. Each Party shall make such information available for review by the LCUAS Records Manager as necessary to demonstrate required minimum training and certification.
- D. Any Party may submit a request for open records to any other Party for copies of records held by such other Party pursuant to this section, which request shall be processed in accordance with the Open Records Act and any rules or policies of the Party receiving the request adopted in accordance with the Open Records Act.

#### 16. Withdrawal, Termination, and Dissolution:

- A. A Party may withdraw from participation in the LCUAS Team at any time upon thirty (30) calendar days' prior written notice to the LCUAS Team Coordinator and the other then-current Parties to this Agreement. Upon withdrawal, the withdrawing Party has no claim of ownership or any interest, right, or title in or to any LCUAS Team assets purchased completely or in part through grant funding or the LCUAS Team Fund. To the extent permitted by law, withdrawal of a Party pursuant to this section shall not relieve the Party of any financial obligations to the LCUAS Team incurred up to the withdrawal date. Withdrawal by any one or more of Parties will not cause a termination of this Agreement.
- B. The LCUAS Team may, upon the affirmative vote of two-thirds of the then-current Party Team Leaders, terminate the participation of any Party ("Defaulting Party"), and remove such Defaulting Party as a party to this Agreement, upon the occurrence of either of the following: a) the Defaulting Party's breach of this Agreement ("Breach"); or b) the Defaulting Party's failure to pay any Special Payment in full at the required time ("Failure to Pay"); provided, that if the LCUAS Team votes to terminate and remove a Defaulting Party as set forth in this section, the Defaulting Party will have thirty (30) calendar days to cure a Breach, or ten (10) calendar days to cure a Failure to Pay, as applicable. At the end of the applicable cure period, the LCUAS Team shall determine, by affirmative majority vote of the Party Team Leaders, whether the Defaulting Party did not cure the violation. If the LCUAS Team determines that the Defaulting Party did not cure the

Page 6 of 8

{00071394 / ver 2 } Intergovernmental Agreement Regarding The Larimer County Unmanned Aircraft System (LCUAS) Team

violation, the Defaulting Party's participation in the LCUAS Team shall terminate and the Defaulting Party shall be removed as a Party to this Agreement. Upon termination, the Defaulting Party has no claim of ownership or any interest, right, or title in or to any LCUAS Team assets purchased completely or in part through grant funding or the LCUAS Team Fund. Termination of one or more Defaulting Parties shall not cause termination of this Agreement.

- C. This Agreement may be terminated at any time by the written agreement of the governing bodies of all of the then-current Parties to this Agreement, or of all of the then-current Parties except one. Upon affirmative majority vote of the governing bodies of the then-current Parties to this Agreement, any assets held by the LCUAS Team shall be transferred to a successor entity or distributed pro rata to the then-current Parties to this Agreement. If the then-current Parties are unable to agree upon the distribution of assets, then such assets shall be sold and the proceeds distributed equally to each Party.
- 17. <u>Good Faith Discussion</u>. In the event a Party's participation in this Agreement becomes a burden, or if there is any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, the Parties agree to discuss, in good faith, amendments to this Agreement and/or other possible resolutions. Accordingly, the Parties will first elevate the disputed issues to their Party Team Leaders, and if the matters are not resolved, the Parties may elect to engage in mediation or other non-binding dispute resolution methods prior to bringing a claim in District Court.

#### 18. <u>Appropriations</u>:

- A. The Parties are all governmental entities, therefore all direct and indirect financial obligations of a Party under this Agreement shall be subject to annual appropriations pursuant to Article X, Section 20 of the Colorado Constitution and their respective charters and ordinances. This Agreement and the obligations of the Parties hereunder do not constitute a multi-year fiscal obligation and are expressly contingent upon the Parties' respective governing bodies budgeting and appropriating the funds necessary to fulfill the Parties' obligations hereunder.
- B. If any Party does not appropriate funds sufficient to meet its obligations under this Agreement, such non-appropriation will constitute a withdrawal of such Party pursuant to section [16(A)] above, effective on January 1 of the Party's fiscal year for which the funds are not appropriated. The non-appropriating Party shall give written notice of such non-appropriation of funds to the LCUAS Team Coordinator not later than thirty (30) calendar days after it is certain that its governing body will fail to appropriate the funds necessary for the Party to meet its financial obligations for the ensuing fiscal year.
- 19. <u>Liability</u>: During the time that a Party's personnel are providing services to the LCUAS Team under this Agreement, any liability which accrues under the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., on account of a negligent or other tortious act or omission of such Party's personnel shall be imposed solely upon that Party. Each Party, to the extent permitted by federal and state law, shall be liable for the acts

or omissions of its respective personnel. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the Parties and their respective officers, directors, councilors, employees, volunteers, and agents may have under the Colorado Governmental Immunity Act and under any other law. Except as provided pursuant to section [13] above, each Party, to the extent permitted by law, waives all claims and causes of action against the other Parties for compensation, damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement. Each Party shall be liable for any worker's compensation claims filed by its respective personnel arising from injuries sustained as a result of performance under this Agreement.

- 20. <u>Governing Law and Venue</u>: This Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado and venue for any action arising hereunder shall be in Larimer County, Colorado.
- 21. Assignment: This Agreement shall not be assigned by any of the Parties hereto.
- 22. <u>No Third Party Beneficiaries</u>: This Agreement is made for the sole and exclusive benefit of the Parties and shall not be construed to be an agreement for the benefit of any third party or parties and no third party shall have a right of action hereunder for any cause whatsoever.
- 23. <u>Waiver</u>: No waiver by any of the Parties of any of the terms and conditions of this Agreement shall be deemed to be or be construed as a waiver of any other term or condition of this Agreement, nor shall a waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
- 24. <u>Severability</u>: If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected.
- 25. <u>Entire Agreement; Amendments</u>: This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This Agreement may only be amended or altered in writing signed by each of the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.
- 26. Jointly Drafted; Rules of Construction: The Parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- 27. <u>Notice</u>. All notices or other communications hereunder shall be sufficient and deemed given when personally delivered, or after the lapse of ten (10) business days following mailing by certified mail, postage prepaid, addressed as follows:

Loveland Fire Rescue Authority Poudre Fire Authority Attn: Fire Chief Attn: Fire Chief 410 East 5<sup>th</sup> Street 102 Remington Street Loveland, CO 80537 Fort Collins, CO 80524 Larimer County Sheriff's Office Fort Collins Police Services Attn: Chief of Police Sergeant Brian Wangler 2501 Midpoint Drive, 1<sup>st</sup> Floor **PO Box 580** Fort Collins, CO 80522 Fort Collins, CO 80525 Loveland Police Department Colorado State University Police Chief Robert L. Ticer Department 810 East 10<sup>th</sup> Street, Suite 100 Attn: Lieutenant Adam Smith Loveland, CO 80537 750 Meridian Ave. 6023 Campus Delivery

28. <u>Force Majeure</u>: Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of any of the Parties hereto, or strikes and labor troubles (whether or not within the power of the Party affected to settle the same) prevents or delays performance by any Party to this Agreement, such Party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause; provided, however, that such Party shall exercise due diligence in its efforts to resume performance within a reasonable period of time.

Fort Collins, CO 80523-6023

- 29. <u>Relationship of Parties</u>: The Parties hereto enter into this Agreement as separate and independent governmental entities and each shall maintain that status throughout the term of this Agreement.
- 30. <u>Authority</u>: The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement in their individual or representative capacity.
- 31. <u>Binding Effect</u>: The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and legal representatives.
- 32. <u>Attorneys' Fees</u>: 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.
- 33. <u>Counterpart Signatures</u>: The Parties agree that counterpart signatures of this Agreement and signatures by facsimile or electronic PDF shall be acceptable and that execution of this Agreement in such form by each and every Party shall be deemed to constitute full and final execution of the Agreement.

IN WITNESS WHEREOF, the Parties have approved and enter into this Agreement.

#### [SIGNATURE PAGES IMMEDIATELY FOLLOW]

#### LARIMER COUNTY SHERIFF'S OFFICE

#### **CITY OF FORT COLLINS, a home rule municipality of the State of Colorado**

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

ATTEST:

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

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

ATTEST:

#### THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY

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

Legal Review:

#### 33 of 48

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

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

ATTEST:

## **POUDRE FIRE AUTHORITY, a public entity** of the State of Colorado

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

ATTEST:

#### **Agenda Item Cover**

Item No.: 5

Meeting Date: July 28, 2017

Prepared By: Cheryl Cabaruvias, Administrative Analyst



#### TITLE

#### Presentation on Proposed Sworn Retirement Plan Contribution Revisions

#### **EXECUTIVE SUMMARY**

A modification of the current retirement plan contribution structure which, based on the assumption of an employee with a 30 year career retiring at age 55, is likely to provide the employee with a 75% income replacement ratio until age 85. If approved, the modified contribution plan will be presented to the City Council and Rural Board with the 2018 budget adoption as decision package.

#### BACKGROUND

In 2016 the LFRA Retirement Committee determined that the current retirement structure is not adequate to provide sufficient income replacement for a reasonable retirement. The current retirement plan is likely to provide a 75% income replacement ratio only until age 69. The Committee worked with the Police Department and with Innovest, LFRA's retirement plan manager, to define a proposal that would be in the best interests of LFRA and the employees throughout their retirement.

The proposed structure is twofold:

- The proposed structure revises the mandatory contribution of 9% by the employee and 11% by the employer to a more equitable 10% by both employee and employer;
- Additionally, the proposed structure allows the employee to voluntarily contribute up to an additional 5% with an equal match by the employer;
- If this additional voluntary contribution is utilized, it is likely to improve the retirement readiness of the employee to the recommended level of 75% income replacement until age 85.

#### STAFF RECOMMENDATION

This is information only for the Board. No action needed. This will be voted on as part of a decision package with the 2018 Budget Proposal in August.

#### FINANCIAL/ECONOMIC IMPACTS

The reduction of mandatory employer contribution from 11% to 10% will result in an immediate savings to LFRA of \$67,500. Assuming 100% participation in the voluntary matched contribution, the fiscal impact, including the savings resulting from the reduction of mandatory contribution, could be \$269,900. A more realistic approximation is 50% participation, resulting in a fiscal impact of \$101,200.

#### ATTACHMENTS

None.

#### **Agenda Item Cover**

Item No.: 6

Meeting Date: June 28, 2017

Prepared By: Mark Miller, Fire Chief



#### TITLE

Discussion on the Impact Fee Study, Continued from April and May LFRA Board Meetings

#### **EXECUTIVE SUMMARY**

Chief Miller (and staff) would like to Board to consider allowing staff to move forward in pursuing an IGA to impose impact fees in the City and the County.

#### 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 could 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 25/34, which is in the Town of Johnstown, and located in LFRA jurisdiction.

Again, at the May Board meeting, the topic was discussed, and Emily Powell gave a brief presentation to the Board on the three options available to LFRA in this matter. After lengthy discussion, the Board gave direction to have City Manager Adams broach this subject with the Town Manager of Johnstown to see if Johnstown would be open to the idea of LFRA collecting impact fees in the 25/34 area.

City Manager Adams is scheduling a meeting, but had not met as of the date of this cover memo. Irrespective of the Town of Johnstown, staff believes there is still wisdom in having an IGA in the City and County. One is not dependent on the other in order to implement impact fees in any of the jurisdictions. Further, Chief Miller will be receiving additional information from BBC regarding utilizing our 10-year capital plan items in the study. We should have that information for the Board meeting, but it was not available to include in the packet. This information may positively affect the revenue to the Authority via impact fees.

Staff believes that in the end, having an impact fee in the City and County (even if Johnstown does not participate) will be advantageous in regards to ownership of capital infrastructure.

#### 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

None.

#### **Agenda Item Cover**

Item No.: 7

Meeting Date: June 28, 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**

- May Overview
- Administrative Matters
- HR Administrative Matters
- 2018 Strategic Plan
- Operations Division Overview
- Community Safety Division Overview

#### Additional Topics For Board Update

- Chief's Report
- Station 7 Update
- 4<sup>th</sup> of July 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
- May Operations Statistics
- May Community Safety Division Statistics
- Letters & Articles





May 2017

RESC

### FIRE ADMINISTRATIVE DIVISION

by Fire Chief Mark Miller

#### **OVERVIEW**

May Leadership Truism

Humility "Never announce yourself as a firefighter, simply behave like one."

Highlights of the May report include; LFRA Administrative items; HR matters; 2018 Strategic Plan

#### **ADMINISTRATIVE MATTERS**

As many of you know, Administrative Director Renee Wheeler left our LFRA team officially on May 12, to pursue other adventures in life. Renee had so many extraordinary talents, coupled with a vast amount of experienced, there is no doubt she will be a tremendous asset wherever she goes. We wish her all the very best!

As such, the Admin staff of Kristen, Cheryl, Andrea, Bonnie (and Command Staff) have been busy reallocating all administrative duties at LFRA and strategizing on the next steps for LFRA in regards to positions and responsibilities. It is anticipated that we will take the next two to three months to determine what is best for the organization as we move forward.

In the meantime, Cheryl Cabaruvias has taken on the lion's share of putting together the 2018 budget development, with significant involvement from all administrative staff. The budget was due to Finance on June 2. LFRA's next step will be to meet with the LFRA budget subcommittee on July 11, to discuss our overall package and what we will bring to the LFRA Board of Directors, at the July 26 Board meeting.

Other administrative matters include:

• Continuing work on researching options and strategies for collecting an LFRA impact fee for the City and the County. We have made two presentations to the LFRA Board, and will now proceed to gather additional data before we determine the best approach, which could include maintaining status quo in the collection of Capital Expansion Fees (CEF's).

- Reporting/Stats training on all the reports and data analysis, finding weaknesses/inaccuracies and cleaning up data where applicable
- Researching options for new RMS software
- Working with Good Samaritan on the Red Bandanna Day

• Contracts: CSU IGA, Physio-Control Service Contract

- Accreditation Peer Team support
- Admin Fire Fun Day at the Training Grounds

#### HR ADMINISTRATIVE MATTERS

• LFRA HR Manager, Andrea Wright, has immersed herself in the essential elements of building a great HR program at LFRA, including:

- Attending trainings/conferences, i.e.,
  - o Workers' Compensation Basics
  - o Employment Law Conference
  - o Record Keeping for Human Services

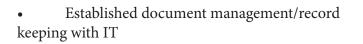
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Protecting life and property, focusing on response, readiness, relationships and resources.

May 2017

### FIRE ADMINISTRATIVE DIVISION

by Fire Chief Mark Miller



- Finalized Accreditation Peer support info
- Assisted staff with HR-related portions of the State Fire Officer 2 class
- Transitioned I-9 documents and process from City HR
- Developed HR section of the 2018 strategic plan
- Participated in Administrative Staff Fire Training Day!
- Gaining understanding on the Heart and Cancer Trusts
- Set up Neogov for mid-year evaluations

#### 2018 STRATEGIC PLAN

• Revising and updating of the 2012 LFRA Strategic Plan is proceeding full speed ahead! The Strategic Plan development is ahead of schedule and we have completed in DRAFT form, sections one through six. The Fire and Rescue Advisory Commission will review section seven at their next meeting in June. Great work everyone!

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

#### **ADMINISTRATIVE STAFF FIRE FUN DAY**







2

OVELAND

May 2017

RESC

# 40 of 48

### FIRE OPERATIONS DIVISION

by Division Chief Greg Ward

#### RESPONSE

• 5-4-2017 – Crews responded to a residential fire on West Broadmoor Drive. The fire was contained to a bedroom, however the entire second floor of the home sustained smoke damage.



• 5-14-2017 – Engine 2 was first to arrive on scene of a residential fire on Abeyta Court. The fire started in the garden level of the home and traveled through the walls to the main floor and attic space. Crews were able to confine the fire to the laundry room, walls and a small portion of the attic.



• 5-16-2017 – LFRA crews performed a low angle rope rescue to remove a victim of a single vehicle traffic accident on West 8th Street. The rescue was conducted in close coordination with the Thompson

Valley EMS Medics that were on scene treating the victim's injuries.



• 5-18-2017 – Several LFRA units were dispatched to a barn collapse on Boyd Lake Avenue. The roof of a large barn collapsed under the weight of a heavy spring snow. Crews rescued approximately 50 dairy cows from under the collapsed roof.



Protecting life and property, focusing on response, readiness, relationships and resources.

May 2017

### 41 of 48

OVELAND

# **FIRE OPERATIONS DIVISION** by Division Chief Greg Ward

• 5-30-2017 – The first arriving crews on North Franklin controlled a small fire in a basement of a residential structure. Fire damage was limited to a bathroom, with smoke damage to the rest of the basement.



• 5-31-2017 – LFRA and Larimer County Emergency Services responded to a wildland fire in the Big Thompson Canyon. The Jasper Lake Fire burned approximately ¼ acre on the top of Alexander Mountain before containment.



#### READINESS

• The Special Operations Team conducted dive rescue training in the month of May.

• The annual FAA Inspection of the Northern Colorado Regional Airport was conducted during the week of May 8th. A portion of the inspection evaluates LFRA's ability to respond to aircraft emergencies (ARFF). LFRA's ARFF program under the responsibility of Engineer Josh Valerio passed the inspection once again this year.

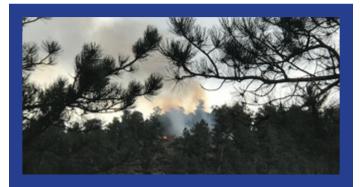
#### RESOURCES

• The designs for the new structural engine, wildland urban interface engine and three water tenders are complete. SVI Trucks will be building the structural engine and Rosenbauer will construct the wildland urban interface engine and tenders. Delivery of all four apparatus is expected late in the year.

#### **RELATIONSHIPS**

• SVI Trucks, Loveland Police, Fort Collins Police and Larimer County Sheriff's Office utilized the Training Center during the month of May.

• LFRA honored the outstanding work of Thompson Valley EMS during the annual National EMS Week.



4

May 2017

# **FIRE OPERATIONS DIVISION** by Division Chief Greg Ward



#### **RELATIONSHIPS, cont.**

• LFRA provided several lead instructors for a Colorado Division of Fire Prevention and Control Fire Officer 1 and Fire Officer 2 Certification Classes hosted at the Group Publishing Facility.

• The Front Range Fire Consortium Spring Academy rotated through the Training Center in May, LFRA provided proctors for practical testing evolutions.

• Engine 2, Tower 6 and Engineer Valerio conducted fireground training for the LFRA Administration Staff. This was a fun and education event for our staff.





• LFRA was honored to participate in the opening ceremony of the Traveling Vietnam Memorial Wall at the Northern Colorado Veterans Memorial over Memorial weekend.



5

42 of 48

May 2017

### 43 of 48

6

### **COMMUNITY SAFETY DIVISION** by Division Chief Ned Sparks

LOVELAND FIRE RESCUE AUTHORITY

The Community Safety Division is trying a different format for conveying inforamtion... Less detail and focus on larger program or project status updates.

#### UPDATE / OVERVIEW

• Accreditation - oversight of the process and work with the site visit team to complete the review of the organization.

• Continual review of projects within the DRT to find solutions to repetitive problems; after action review of Tractor Supply. This is the third AAR that is being used to find process problems or code conflicts between dept.'s.

• The Rosebud Motel and occupants experiencing a series of problems following the fire with many attorney requests for information. Developing a better method to work with the City Building Dept. for evacuating and posting uninhabitable buildings.

#### EMERGENCY MANAGEMENT

• Continuing to work on development of a Disaster Assistance Center plan.

• Working with local businesses on Emergency Action Plans and Business Continuity of Operations Planning.

• Participating in ongoing trainings and meetings with the Larimer County Unmanned Aerial Systems (drones) Team as we approach the official roll-out of this multi-agency program. • Attended multi-agency Wildland Fire and All Risk Summit hosted by LCSO.

• Continuing efforts to provide adequate and timely public information via LFRA's website and social media outlets, and frequent coordination with local media members.

#### CODE ENFORCEMENT

• In the process of confirming all the businesses and addresses in the 2534 area, so we can set up a schedule for safety assessments in that area. Businesses in 2534 have not yet been incorporated into the engine company safety assessment program, and are not on the assessment schedule in the next two years. In order to provide excellent customer service, CSD will make sure all the businesses and addresses are in ETI, determine the assessment schedule based on our existing risk factors, and begin completing the assessments.

• Review of our recent list of target hazards, and make sure all of these buildings/businesses are getting an annual inspection.

• Conducting weekly walk-throughs at both Scheels and Rangeview V/Agrium, in order to help make the final inspections more efficient and effective for the contractors. We're utilizing checklists to help them prepare for final inspections, which are scheduled for the next two weeks.

May 2017

### **COMMUNITY KUDOS**

Dear Ned and LFRA team, I wanted to extend a sincere thank you for the many safety presentations you offered to our 1st grade classes here in TSD. I Know many volunteer hours were provided for this and our students, staff, and families are so appreciative.

Our students learned some very valuable information and skills that will undoubtedly benefit their safety in the years to come. Thank you again for your time and efforts in support of healthy and safe students! Sincerely, Kathy Schlepp (Wellness Coordinator)

To all of the paid, retried and volunteers of LFRR, we would like to thank you for everything you did. DAU the fime and effort you put in getting venicles ready for Tim's last ride. you have all been a big part of our lifes, so being at his service as part of our family meant the world to us. Thank you. Cindy Haag & famely

To Engine 2 crew : Capt. Dave Schuetz; Engineer kurt Nakata; and Firefighter Derek guard. Recently, you spend time with Cora Gerstner, when you responded in the early-morning hours to 2815 W. 13th St. Our gather (grand yather Jacob had died, and Cora was just so appreciative of how kind all the first responders were during that dipicult time. Thank you, incerely, for being there for her and making things just a little easier. Kank you Thank you your help. Thank you Thank you Chuck Gerstrieg Nok you so much! (almia His Jalmia His Ben à Dianne Novey madeline + Sam Noblett (PID at poudre Fire Authority)

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**RESCUE AUTHORITY** 

May 2017

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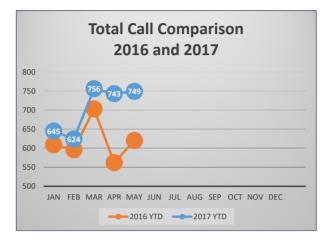
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### **COMMUNITY KUDOS**

Iool E. Eisenhower Blvd. • Loveland, CO 80537 (970) 667-2145 Fax (970) 669-9295 Toll Free (888) 295-3818         Chief Miller Loveland Fire Rescue Authority 410 E 5 <sup>th</sup> St Loveland CO 80537         Dear Chief Miller,         I received a very nice visit today from Mr. Ned Sparks. He came, listened, and four help a customer with his insurance. I cannot tell you how appreciative I am of Mr.         This kind of service continues to validate what I love about being a native Loveland would probably not have been forthcoming from a large town.         Mr. Sparks and Ms. Wright deserve commendation for their efforts to help a small even in a time of non-emergency.         Thank you again for all your and your department's efforts.         Sincerely,         Mathematical Additional States and Ms.         Mathematical Additional Ad	
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Eric Weedin, BS, CIC, CISR	
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#### LOVELAND FIRE RESCUE AUTHORITY Operations Division May 2017



TOTAL CALLS - YEAR TO DATE									
		R	ural	Auto-Aid/					
	City	County	Johnstown	Mutual Aid	TOTAL				
# Incidents	2961	450	127	89	3627				
" melacites		577	577		0021				
Percentage	81.64%	15.	91%	2.45%					
					_				

#### May 2017 CALL TOTAL

		Ru	ural	Auto-Aid/		
	City	County	Johnstown	Mutual Aid	TOTAL	
# Incidents	610	102	24	13	749	
# Incluents	010	1	26	15	749	
Percentage	81.44%	16.	82%	1.74%		

#### **APRIL 2017 CALL TOTAL**

		Ru	ural	Auto-Aid/		
	City	County	Johnstown	Mutual Aid	TOTAL	
# Incidents	611	84	31	17	743	
# Incluents	011	1	15		740	
Percentage	82.23%	15.4	48%	2.29%		

#### MARCH 2017 CALL TOTAL

		Ru	ıral	Auto-Aid/	
	City	County	Johnstown	Mutual Aid	TOTAL
# Incidents	638	101	26	22	787
# incluents	000	1	27	22	101
Percentage	81.07%	16.	14%	2.79%	



#### LOVELAND FIRE RESCUE AUTHORITY Operations Division May 2017

#### FEBRUARY 2017 CALL TOTAL

		Ru	ural	Auto-Aid/	
	City	County	Johnstown	Mutual Aid	TOTAL
# Incidents	544	80	24	18	666
# incluents	011	1	04	10	000
Percentage	81.68%	15.	62%	2.70%	

#### JANUARY 2017 CALL TOTAL

		Ru	ural	Auto-Aid/	
	City	County	Johnstown	Mutual Aid	TOTAL
# Incidents	558	83	22	19	682
		1	05		
Percentage	81.82%	15.	40%	2.78%	

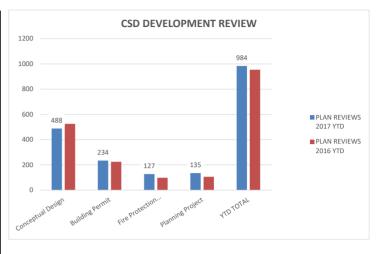
	FULL	-TIME STAFF	TRAINING H	C	ANYON TRA	INING HOUR	5	
TRAINING CATEGORIES	CURRENT MONTH	PREVIOUS MONTH	CURRENT YEAR TO DATE	PREVIOUS YEAR TO DATE	CURRENT MONTH	PREVIOUS MONTH	CURRENT YEAR TO DATE	PREVIOUS YEAR TO DATE
ARFF	62.5	18.5	252.0	245.8	4.5	0.0	4.5	
Community Safety	34.0	0.0	111.0	690.0	0.0	0.0	0.0	
Driver/Operator	193.3	178.4	788.3	947.1	5.0	0.0	15.0	
EMS	126.5	168.0	408.6	545.5	4.5	0.0	4.5	
Firefighter	308.0	353.8	1,335.3	1,976.9	0.0	5.0	25.0	ble
Fire Officer	139.8	451.5	1,068.3	989.4	0.0	0.0	2.0	Data Not Available
HazMat	8.0	51.1	174.5	212.0	0.0	0.0	0.0	ΔĂ
TacFire	0.0	0.0	42.0	4.0	0.0	0.0	0.0	
Tech Rescue	118.0	88.0	468.0	1,351.6	0.0	1.0	3.5	
Wildland Fire	58.3	139.0	1,172.0	898.3	2.5	2.5	126.5	
Other	15.0	84.9	441.4	588.3	0.0	0.0	0.0	
TOTAL	1,063.3	1,533.1	6,261.4	8,448.6	16.5	8.5	181.0	0.0



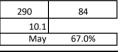
#### LOVELAND FIRE RESCUE AUTHORITY **Community Safety Division**

May, 2017 **DEVELOPMENT REVIEW STATISTICS** 

Johnstown City County Totals Hours **Conceptual Design Reviews** Previous Month YTD Total **Previous YTD Building Permit Reviews Previous Month** YTD Total 351.5 Previous YTD Fire Protection Permit Reviews Δ Previous Month YTD Total Previous YTD Planning Project Reviews Previous Month YTD Total 268.5 Previous YTD TOTAL REVIEWS YTD PREVIOUS YEAR YTD 



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



#### **INSPECTION STATISTICS**

	City	Rural	Johnstown	Total	Hours
Eng. Co. Safety Visit 2 & 3 Yr.**	31	7	N/A	38	21.2
Safety Re-Visit	0	1	N/A	1	0.75
YTD Total	136	32	N/A	168	92.7
Previous YTD	150	36	N/A	186	121.5
Business Inspections	24	2	N/A	26	15
Previous Month	17	3	N/A	20	16.75
YTD Total	108	14	N/A	122	102.5
Previous YTD	160	35	N/A	195	215.95
New Bldg./Fire Protection	37	11	11	59	86
Previous Month	45	29	8	82	119.00
YTD Total	188	60	59	307	450.5
Previous YTD	292	54	N/A	346	526
TOTAL INSPECTIONS YTD	296	74	59	429	
Previous Year	452	89	N/A	541	

**Inspection Statistics** Inspection Statistics 2017 YTD New Bldg./Fire Prot. Safety Visits Business Inspections YTD TOTAL

\*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	11	5	17	16	5	64	37	*Foundry site visit to determine LFRA access during construction		
Tents/Special Events*	2	0	2	2	2	9	7	*Working to resolve water supply requirements for Fire Station 7		
Burn Permits Issued	0	13	1.75	13	21	86	84	*Coordinated site visits for all three shifts of LFRA & WSFRA @ Resurrection		
Investigations	6	6	12	12	13	71	63	*Code compliance issues resolved at 5 buildings and progress made at Dolla		
Service Call/Complaints	0	1	0.5	1	2	21	11	*Completed UAS online training webinar		
Car Seats Installed	9	0	4.5	9	10	45	39	*Numerous LFRA website updates		
YFS Program	2	0	6	2	1	9	6	*Conducted 4 standbys for events at the BEC		
Public Education Events	16	0	4.5	16	11	10		*Conducted 2 car seat inspections/installations		
Total Pub. Ed. Contacts	3	0		3	11	801	464	]		
*This also includes Pyrotechnics permits								-		