

Station 16  
8130 3<sup>rd</sup> Street  
Wellington, CO 80549



Station 17  
108 E County Road 66  
Fort Collins, CO 80524

## Wellington Fire Protection District

### REGULAR BOARD MEETING AGENDA

The **Regular Board Meeting** of the Wellington Fire Protection District will be held on **February 21st, 2024**. The meeting will be held at **Station 16** located at 8130 3<sup>rd</sup> St, Wellington, CO 80549 **at 5PM**. Please contact our administrative office for any attendance accommodations. **Zoom Meeting information is listed below.**

#### Pledge of Allegiance

#### Roll Call

#### Additions/Deletions to the Agenda

#### Conflicts of Interest

#### Correspondence

#### Chief's Report

#### Public Comment

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

#### Employee Recognition

#### Consent Agenda :

Jan 5th minutes

Jan 19th minutes

Jan 26th minutes

#### Guests or Presentations

**Monthly financial report – David Green**

#### District Business

1. Staffing Guidelines
2. Reservist Program
3. Employee raises policy
4. ISO priorities



## Wellington Fire Protection District

5. Point of contact for Recruiting Firm
6. Permission to share audit reports from 2016-2021
7. Temporary - 2 meetings a month
8. UPDATE on trainings/ the S270
9. Board term limits:  
SDA has a regulation as follows:  
***E. Term Limits: Directors are limited to two consecutive terms of office, unless the voters of the District lengthen, shorten, or eliminate that limitation. Art. XVIII, Sect. 11, Colo. Const. The term-limited elected official cannot run again for election to the same body by moving to a new Director District, redistricting, or a change in the at-large or specific District nature of the seat currently occupied. Attorney General Opinion No. 2000-5 (July 10, 2000). Also see Attorney General Opinion No. 2005-4 (August 16, 2005). Term limits apply only to elected four-year terms. Term limits do not apply to interim terms that arise due to a vacancy or to elected two-year terms that are created due to a vacancy. Attorney General Opinion No. 2000-2 (February 9, 2000).***
10. Executive session pursuant to 24-6-402(4)(e)(I), C.R.S., for purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators on insurance matters.
11. An executive session pursuant to C.R.S. 24-6-402(4)(f)(I) to discuss personnel matters concerning the Interim Fire Chief, under circumstances where the Fire Chief has not requested an open meeting.
12. Contract with NFSO for Interim Chief

### Other

### Adjournment

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## Wellington Fire Protection District

# Zoom Meeting Information

Wellington Fire Protection District is inviting you to a scheduled Zoom meeting.

Topic: Wellington Fire Protection District's Zoom Meeting

Time: Nov 15th, 2023 05:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/7848079463>

Meeting ID: 784 807 9463

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One tap mobile

+17209289299,,7848079463# US (Denver)

+13017158592,,7848079463# US (Washington DC)---

Dial by your location

- +1 720 928 9299 US (Denver)

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## Wellington Fire Protection District

### REGULAR BOARD MEETING MINUTES

The **Regular Board Meeting** of the Wellington Fire Protection District on **January 5th, 2024**. The meeting was held at **Station 16** located at 8130 3<sup>rd</sup> St, Wellington, CO 80549 at **5:01PM**

#### Pledge of Allegiance

**Roll Call: Director Bollinger, Director Hunter, Director Gaiter, Director Lopez, Director Standing**

**Additions/Deletions to the Agenda : None**

**Conflicts of Interest : None**

**Correspondence : Email From E. Pettit**

#### Chief's Report

#### Public Comment

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

#### Employee Recognition

**Consent Agenda : M/S Gaiter/Lopez - Accept Consent Agenda - Voice votes unanimous.**

#### Guests or Presentations

#### District Business

1. 2024 Budget - M/S Gaiter/Bollinger Accept Resolution 2024-01 and 2024-02 - Voice votes unanimous.
2. Job Descriptions - M/S Gaiter/Lopez - Accept all job descriptions - Voice votes unanimous.
3. Work session proposal - M/S Lopez/Standing - Accept NFSO service agreement - Voice votes unanimous.

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## Wellington Fire Protection District

5. 8

Accept new time off chart  
from packet and tenor - Voice votes  
unanimous.

**Adjournment** M/S Lopez/Gaiter 19:01 - Voice votes unanimous.

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## Wellington Fire Protection District

- +1 301 715 8592 US (Washington DC)

Meeting ID: 784 807 9463

Find your local number: <https://us02web.zoom.us/j/kukYHs6Ch>



## Wellington Fire Protection District

### REGULAR BOARD MEETING MINUTES

The **Regular Board Meeting** of the Wellington Fire Protection District on **January 19th, 2024**. The meeting was held at **Station 16** located at 8130 3<sup>rd</sup> St, Wellington, CO 80549 at **5PM**

#### Pledge of Allegiance

**Roll Call : Bollinger, Gaiter, Lopez (on zoom off and on dropped 17:34), Standing,**  
M/S Gaiter/Standing - Hunter and Lopez absence unexcused.

#### Additions/Deletions to the Agenda

#### Conflicts of Interest

#### Correspondence

#### Chief's Report

#### Public Comment

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

#### Employee Recognition

#### Consent Agenda

#### Guests or Presentations

**Monthly financial report – David Green**

#### District Business

1. Bank account discussion  
M/S Gaiter/Standing - Move impact fees to Colo Trust - Voice votes unanimous.
2. Chief Recruiting Firm  
M/S Gaiter/Standing - Table Chief recruiting firm discussion to 1/26/24 special meeting - Voice votes unanimous.

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## Wellington Fire Protection District

3. Chief Recruiting committee to discuss qualifications
4. Grant Contractor  
M/S Standing/Gaiter - Accepting proposal adding a cap of \$12,000, Change due date to 30 days with 45 days for late charge - Voice votes unanimous.
5. Rubric for Chief performance review
6. Packet timeline  
M/S Standing/Gaiter - Board submits packet information one week before a regular meeting and admin will post and provide to the board 5 days before. - Voice votes unanimous.
7. Honor Guard  
M/S Bollinger/Standing - Provide the honor guard with a budget up to \$4000.00

### **Adjournment**

M/S Standing/Bollinger 18:55



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## Wellington Fire Protection District

### SPECIAL BOARD MEETING MINUTES

A **Special Board Meeting** of the Wellington Fire Protection District was held on **January 26th, 2024**. The meeting was held at **Station 16** located at 8130 3<sup>rd</sup> St, Wellington, CO 80549 at **5:33PM**.

#### **Pledge of Allegiance**

**Roll Call : Bollinger, Gaiter, Hunter, Lopez, Standing**

#### **Additions/Deletions to the Agenda**

#### **Conflicts of Interest**

#### **Public Comment**

Any property owner, business owner, or resident of the District that would like to comment on items not listed on the agenda may be restricted to a 3-minute limit per person.

#### **District Business**

1. Chief Recruiting Firm - Consider proposals - Discussion/possible action  
M/S Standing/Gaiter - District selects Prothman

Adjournment: M/S Gaiter/Standing 17:45

## Deposit Details

### Deposit Information

Remitter Name : WELLINGTON FPD Deposit Date : 02/13/2024

Organization : WELLINGTON FPD Deposit ID : 173922

Plan : VOLUNTEER Deposit Amount : \$10,541.00

Payroll Period Start Date : 12/28/2023 Payroll Period End Date : 12/29/2023

### Details

Contributions Employer :

Pre-Tax Contributions Member :

Post-Tax Contributions Member :

DD Contributions Employer :

DD Contributions Member :

Voluntary Contributions Employer :

Voluntary Contributions Member :

Interest Amount :

Total Amount :



*Memorandum*

To: School and Special District Clients

From: Government Practice Group *AIR CAT JH CAK DE M*

Re: *Web Accessibility Update*

Date: February 14, 2024

**1. INTRODUCTION.** HB21-1110, further clarified by SB23-244, made it a state civil rights violation for a government agency to exclude people with disabilities from receiving services or benefits because of lack of accessibility. Any Colorado government entity that is not in compliance with the Governor’s Office of Information Technology (OIT) accessibility standards by July 1, 2024 could be subject to injunctive relief, monetary damages, or a fine of \$3,500 payable to the plaintiff belonging to the aggrieved class.

**2. AUTHORITY.** OIT was tasked with establishing state-wide accessibility standards pursuant to HB21-1110, which are expected to be codified as 8 CCR 1501-11 (“Technology Accessibility Rules”).

**3. ACCESSIBILITY REQUIREMENTS.** Information and Communication Technology (ICT) must reach full compliance with Web Content Accessibility Guidelines (WCAG) according to the timeline below:

**By July 1, 2024.** All ICT must meet W3C WCAG 2.1 guidelines conformance level A and AA.

**By October 5, 2025.** All ICT must meet W3C WCAG 2.2 guidelines conformance levels A and AA.

**Thereafter.** Districts must be current with all future updates to W3C WCAG guidelines conformance levels A and AA within two (2) years of its date of release.

**4. DISTRICT RESPONSIBILITIES.** The rules promulgated by OIT are expansive. Local Governments must ensure that *all* online content and materials (including, but not limited to, text, links, images, forms, PDF’s, documents and embedded third-party applications) are in compliance. The extent of ICT remediation will be unique to every District, so it is critically important to first identify, then evaluate and remediate any issues within your network.



**4.1 Designate an Accessibility Officer/Committee.** The designated officer or committee must conspicuously post a point of contact for accessibility concerns, reasonable accommodations for inaccessible ICT, and noncompliance reporting. The designated person or committee should also be responsible for developing the Transition Plan described below.

**4.2 Develop a Technology Accessibility Transition Plan (TATP).** This acts as a “roadmap to compliance.” At a minimum, this plan shall include the following: annual status updates; prioritization of ICT according to community impact, recently viewed pages, and most popular pages; steps to remove accessibility barriers; timelines for addressing inaccessible ICT and providing reasonable accommodations for same; policies for regular testing; a process for users to report inaccessible ICT; and a visible notice instructing users how to request reasonable accommodations.

**4.3 Identify and Inventory Non-compliance.** Manual site testing is the gold standard; however, OIT has recommended the following free accessibility evaluation tools that will scan webpages and indicate inaccessibility problems: WAVE web accessibility evaluation tool, Siteimprove, and W3.org. Upon completing a thorough site audit, the designated officer or committee should inventory and prioritize the issues by community impact.

**4.4 Remediate.** Once the inaccessible content has been identified, conspicuously post a “Remediation Message” on your site that indicates a timeline for compliance, and instructions for users on how to report inaccessibility. This message must also clearly display the contact information of the designated contact point that can provide reasonable accommodations. Then, begin the remediation process beginning with the highest priorities that were identified in the inventory.

**4.5 Regular Monitoring.** Staying in compliance requires regular (recommended monthly) monitoring as WCAG standards evolve over time. Districts must meet any updated WCAG standards within two (2) years of its adoption.

**5. EXISTING AND FUTURE VENDORS.** Districts should give notice of the new requirements to existing vendors and ensure that they have a plan in place to meet WCAG standards by the deadline. Future contracts for digital services and Requests for Proposals (RFP) should be conditioned on the commitment to WCAG standards.

**6. UNDUE BURDEN OR FUNDAMENTAL ALTERATION.** There is no right to cure, but where a public entity can demonstrate that full conformance with the technical standards would result in a fundamental alteration in the nature of a service, program, or activity or an undue financial, technical, or administrative burden, conformance is required to the extent that it does not result in a fundamental alteration or undue financial and administrative burden.



Web Accessibility Update  
February 14, 2024  
Page 3

**7. CONCLUSION.** For any questions or concerns regarding web accessibility compliance, please do not hesitate to contact Adele Reester, Catherine Tallerico, John Chmil, Chad Kupper, Dillon Sena or Mike Roseberry.

# An Act

HOUSE BILL 21-1110

BY REPRESENTATIVE(S) Ortiz, Bacon, Caraveo, Duran, Michaelson Jenet, Roberts, Titone, Woodrow, Amabile, Benavidez, Bernett, Bird, Boesenecker, Cutter, Esgar, Exum, Froelich, Gonzales-Gutierrez, Gray, Hooton, Jackson, Jodeh, Kennedy, Kipp, Lontine, McCluskie, McCormick, McLachlan, Mullica, Ricks, Sirota, Tipper, Weissman, Young, Garnett, Herod, Valdez A., Valdez D.;  
also SENATOR(S) Danielson, Bridges, Buckner, Coram, Donovan, Fenberg, Fields, Ginal, Gonzales, Hansen, Kolker, Lee, Moreno, Pettersen, Priola, Rankin, Story, Winter, Zenzinger, Garcia.

CONCERNING ADDING LANGUAGE TO RELEVANT COLORADO STATUTES RELATED TO PERSONS WITH DISABILITIES TO STRENGTHEN PROTECTIONS AGAINST DISCRIMINATION ON THE BASIS OF DISABILITY, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, 24-34-301, **amend** (5.4) as follows:

**24-34-301. Definitions.** As used in parts 3 to 8 of this article 34, unless the context otherwise requires:

*Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.*

(5.4) "Public entity" ~~has the same meaning as set forth in Title II of the federal "Americans with Disabilities Act of 1990", 42 U.S.C. sec. 12131, and its related amendments and implementing regulations.~~ MEANS:

(a) ANY STATE OR LOCAL GOVERNMENT; OR

(b) ANY DEPARTMENT, AGENCY, SPECIAL DISTRICT, OR OTHER INSTRUMENTALITY OF A STATE OR LOCAL GOVERNMENT.

**SECTION 2.** In Colorado Revised Statutes, 24-34-802, **amend** (1), (2)(a) introductory portion, and (2)(a)(III); and **add** (5) as follows:

**24-34-802. Violations - penalties - immunity.** (1) (a) It is a discriminatory practice and unlawful for any person, AS DEFINED IN SECTION 24-34-301, to discriminate against ~~any~~ AN individual or group OF INDIVIDUALS because ~~such~~ THE person ~~or group~~ has opposed any practice, made a discriminatory practice based on disability pursuant to part 5, 6, or 8 of this ~~article~~ ARTICLE 34, or because ~~such~~ THE person ~~or group~~ has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted pursuant to part 5, 6, or 8 of this ~~article~~ ARTICLE 34.

(b) AN INDIVIDUAL WITH A DISABILITY, AS DEFINED IN SECTION 24-34-301 (5.6), MUST NOT, BY REASON OF THE INDIVIDUAL'S DISABILITY, BE EXCLUDED FROM PARTICIPATION IN OR BE DENIED THE BENEFITS OF SERVICES, PROGRAMS, OR ACTIVITIES PROVIDED BY A PUBLIC ENTITY, AS DEFINED IN SECTION 24-34-301, OR A STATE AGENCY, AS DEFINED IN SECTION 24-37.5-102, OR BE SUBJECTED TO DISCRIMINATION BY ANY SUCH PUBLIC ENTITY OR STATE AGENCY.

(c) DISCRIMINATION PURSUANT TO THIS SECTION INCLUDES THE FAILURE OF A PUBLIC ENTITY OR STATE AGENCY, AS THOSE TERMS ARE DEFINED IN SECTION 24-34-301, TO DEVELOP AN ACCESSIBILITY PLAN USING THE ACCESSIBILITY STANDARDS ESTABLISHED PURSUANT TO SECTION 24-85-103 (2.5) AND FULLY COMPLY, ON OR BEFORE JULY 1, 2024, WITH THE ACCESSIBILITY STANDARDS FOR INDIVIDUALS WITH A DISABILITY ESTABLISHED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SECTION 24-85-103 (2.5). LIABILITY FOR NONCOMPLIANCE AS TO CONTENT LIES WITH THE PUBLIC ENTITY OR STATE AGENCY THAT MANAGES THE

CONTENT. LIABILITY FOR NONCOMPLIANCE OF THE PLATFORM HOSTING THE CONTENT LIES WITH THE PUBLIC ENTITY OR STATE AGENCY THAT MANAGES THE PLATFORM.

(2) (a) ~~A qualified~~ AN individual with a disability, as defined in section 24-34-301 (5.6), who is subject to a violation of subsection (1) of this section or of section 24-34-502, 24-34-502.2, 24-34-601, or 24-34-803 based on ~~his or her~~ THE INDIVIDUAL'S disability may bring a civil suit in a court of competent jurisdiction and, EXCEPT AS PROVIDED IN SECTION 24-85-103, is entitled to any of the following remedies:

(III) A statutory fine ~~not to exceed~~ OF three thousand five hundred dollars, PAYABLE TO EACH PLAINTIFF FOR EACH VIOLATION.

(5) AN AGENCY IN THE STATE WITH THE AUTHORITY TO PROMULGATE RULES RELATED TO PROTECTIONS FOR PERSONS WITH DISABILITIES SHALL NOT PROMULGATE A RULE THAT PROVIDES LESS PROTECTION THAN THAT PROVIDED BY THE FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC. 12101 ET SEQ., AS AMENDED.

**SECTION 3.** In Colorado Revised Statutes, **amend** 24-85-101 as follows:

**24-85-101. Legislative declaration.** The general assembly ~~hereby~~ finds that the state needs to improve ~~nonvisual~~ access to information, ~~whether by speech, Braille, or other appropriate means~~ INCLUDING ELECTRONIC INFORMATION, FOR INDIVIDUALS WITH A DISABILITY.

**SECTION 4.** In Colorado Revised Statutes, 24-85-102, **amend** the introductory portion; and **add** (1.5), (2.3), (2.7), (5.3), and (5.5) as follows:

**24-85-102. Definitions.** As used in this ~~article~~ ARTICLE 85, unless the context otherwise requires:

(1.5) "ACCESSIBLE" OR "ACCESSIBILITY" MEANS PERCEIVABLE, OPERABLE, AND UNDERSTANDABLE DIGITAL CONTENT THAT ENABLES AN INDIVIDUAL WITH A DISABILITY TO ACCESS THE SAME INFORMATION, ENGAGE IN THE SAME INTERACTIONS, AND ENJOY THE SAME SERVICES OFFERED TO OTHER INDIVIDUALS, WITH THE SAME PRIVACY, INDEPENDENCE, AND EASE OF USE AS EXISTS FOR INDIVIDUALS WITHOUT A DISABILITY.



(2.3) "DISABILITY" HAS THE SAME MEANING AS SET FORTH IN THE FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC. 12101 ET SEQ., AND ITS RELATED AMENDMENTS AND IMPLEMENTING REGULATIONS.

(2.7) "INDIVIDUAL WITH A DISABILITY" HAS THE SAME MEANING AS "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED IN SUBSECTION (5.5) OF THIS SECTION.

(5.3) "OFFICE OF INFORMATION TECHNOLOGY" MEANS THE OFFICE OF INFORMATION TECHNOLOGY CREATED IN SECTION 24-37.5-103.

(5.5) "QUALIFIED INDIVIDUAL WITH A DISABILITY" OR "INDIVIDUAL WITH A DISABILITY" HAS THE SAME MEANING AS SET FORTH IN THE FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC. 12101 ET SEQ., AND ITS RELATED AMENDMENTS AND IMPLEMENTING REGULATIONS.

**SECTION 5.** In Colorado Revised Statutes, **amend** 24-85-103 as follows:

**24-85-103. Accessibility standards for individuals with a disability.** (1) The chief information officer in the office of information technology ~~created in section 24-37.5-103~~; shall maintain ~~nonvisual access~~ ACCESSIBILITY standards FOR AN INDIVIDUAL WITH A DISABILITY for information technology systems employed by state agencies that:

(a) Provide ~~blind or visually impaired individuals~~ AN INDIVIDUAL WITH A DISABILITY with access to information stored electronically by state agencies by ensuring compatibility with adaptive technology systems so that ~~blind and visually impaired individuals have~~ AN INDIVIDUAL WITH A DISABILITY HAS full and equal access when needed; and

(b) Are designed to present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use, such as the use of text-only options.

(1.5) THE CHIEF INFORMATION OFFICER IN THE OFFICE OF INFORMATION TECHNOLOGY SHALL, CONSISTENT WITH THE RESPONSIBILITIES OF THE OFFICE, PROMOTE AND MONITOR THE ACCESS STANDARDS FOR INDIVIDUALS WITH A DISABILITY IN THE STATE'S INFORMATION TECHNOLOGY

INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO ARCHITECTURE. EACH STATE AGENCY IS DIRECTED TO COMPLY WITH THE ACCESS STANDARDS FOR INDIVIDUALS WITH A DISABILITY, ESTABLISHED BY THE OFFICE OF INFORMATION TECHNOLOGY PURSUANT TO SUBSECTION (2.5) OF THIS SECTION, IN THE CREATION AND PROMULGATION OF ANY ONLINE CONTENT AND MATERIALS USED BY SUCH STATE AGENCY.

(2) The chief information officer in the office of information technology ~~created in section 24-37.5-103~~, shall consult with state agencies and representatives of individuals ~~who are blind or visually impaired~~ WITH A DISABILITY in maintaining the ~~nonvisual access~~ ACCESSIBILITY standards FOR INDIVIDUALS WITH A DISABILITY described in subsection (1) of this section and the procurement criteria described in section 24-85-104.

(2.5) THE CHIEF INFORMATION OFFICER IN THE OFFICE OF INFORMATION TECHNOLOGY SHALL ESTABLISH ACCESSIBILITY STANDARDS FOR INDIVIDUALS WITH A DISABILITY USING THE MOST RECENT WEB CONTENT ACCESSIBILITY GUIDELINES PROMULGATED AND PUBLISHED BY THE WORLD WIDE WEB CONSORTIUM WEB ACCESSIBILITY INITIATIVE OR THE INTERNATIONAL ACCESSIBILITY GUIDELINES WORKING GROUP, OR ANY SUCCESSOR GROUP OR ORGANIZATION, OR ANY SUBSEQUENT UPDATES OR REVISIONS TO SUCH GUIDELINES BY ANY SUCCESSOR GROUP OR ORGANIZATION.

(3) (a) The head of each state agency, AS THAT TERM IS DEFINED IN SECTION 24-37.5-102, shall establish a written plan, as part of its annual information technology plan, and develop any proposed budget requests for implementing the ~~nonvisual access~~ ACCESSIBILITY standards FOR INDIVIDUALS WITH A DISABILITY for its agency at facilities accessible by the public. EACH SUCH STATE AGENCY SHALL FOLLOW UP ON THE PLAN AS FOLLOWS:

(I) ON OR BEFORE JULY 1, 2022, THE STATE AGENCY SHALL SUBMIT ITS WRITTEN ACCESSIBILITY PLAN TO THE OFFICE OF INFORMATION TECHNOLOGY. THE OFFICE OF INFORMATION TECHNOLOGY SHALL WORK COLLABORATIVELY WITH THE STATE AGENCY TO REVIEW THE SECTIONS OF THE AGENCY'S PLAN RELATED TO ACCESSIBILITY STANDARDS FOR INDIVIDUALS WITH A DISABILITY AND ESTABLISH IMPLEMENTATION METHODOLOGY; AND

(II) ON OR BEFORE JULY 1, 2024, EACH STATE AGENCY SHALL FULLY IMPLEMENT THE SECTIONS OF THE AGENCY'S PLAN RELATED TO ACCESSIBILITY STANDARDS FOR INDIVIDUALS WITH A DISABILITY. ANY STATE AGENCY NOT IN COMPLIANCE AFTER JULY 1, 2024, IS IN VIOLATION OF SECTION 24-34-802 AND IS SUBJECT TO THE REMEDIES FOR NONCOMPLIANCE SET FORTH IN SECTION 24-34-802.

**SECTION 6.** In Colorado Revised Statutes, **amend** 24-85-104 as follows:

**24-85-104. Procurement requirements - criteria - implementation.** (1) The office of information technology ~~created in section 24-37.5-103~~; shall approve minimum standards and criteria to be used in approving or rejecting procurements by state agencies for adaptive technologies for nonvisual OR OTHER DISABILITY access uses.

(2) Nothing in this ~~article shall require~~ ARTICLE 85 REQUIRES the installation of software or peripheral devices used for ~~nonvisual access~~ ACCESSIBILITY FOR AN INDIVIDUAL WITH A DISABILITY when the information technology is being used by individuals who are not ~~blind or visually impaired~~ DISABLED. Nothing in this ~~article shall be construed to require~~ ARTICLE 85 REQUIRES the purchase of ~~nonvisual~~ adaptive equipment by a state agency.

(3) Notwithstanding ~~the provisions of~~ subsection (2) of this section, the applications, programs, and underlying operating systems, including the format of the data, used for the manipulation and presentation of information ~~shall~~ MUST permit the installation and effective use of and ~~shall be compatible~~ BE COMPATIBLE with ~~nonvisual access~~ software and peripheral devices THAT PROVIDE ACCESSIBILITY TO AN INDIVIDUAL WITH A DISABILITY.

(4) Compliance with the procurement requirements of this section ~~with regard to information technology purchased prior to July 1, 2001, shall~~ MUST be achieved at the time of procurement of an upgrade or replacement of existing information technology equipment or software.

**SECTION 7. Appropriation.** For the 2021-22 state fiscal year, \$312,922 is appropriated to the office of the governor for use by the office of information technology. This appropriation is from the general fund and

is based on an assumption that the office will require an additional 0.9 FTE. To implement this act, the office may use this appropriation for enterprise solutions.

**SECTION 8. Safety clause.** The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.



Alec Garnett  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES



Leroy M. Garcia  
PRESIDENT OF  
THE SENATE

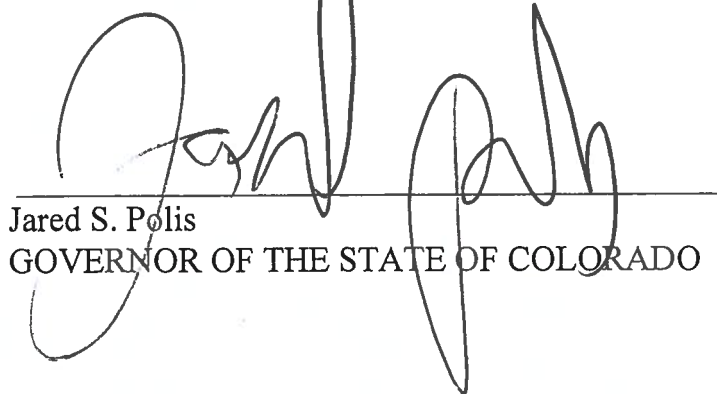


Robin Jones  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES



Cindi L. Markwell  
SECRETARY OF  
THE SENATE

APPROVED June 30, 2021 at 6:45 pm  
(Date and Time)



Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO

**Amendment #08 to the Service Agreement**  
**(8037 PFA Emergency Medical Services)**  
**between Poudre Fire Authority**  
**and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital**

This Eighth Amendment is entered into by and between The Poudre Fire Authority (“PFA”) and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital (the “Service Provider”).

WHEREAS, PFA and the Service Provider mutually entered into a Services Agreement (8037 PFA Emergency Medical Services), effective June 1, 2015; and

WHEREAS, the parties agreed to certain amendments and extensions of the Services Agreement by executing Amendment #01 on July 14, 2016; Amendment #02 on July 14, 2016; Amendment #03 on July 26, 2017; Amendment #04 on May 29, 2018; Amendment #05 on June 3, 2019, Amendment #06 on May 29, 2020; and Amendment #7 on April 20, 2021 (together with the Services Agreement, the “Agreement”).

WHEREAS, the parties wish to make significant and material changes to the Agreement and the Scope of Services in Exhibit A to the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, the parties agree as follows:

1. Term. Pursuant to Section 2 of the Agreement, the Contract Period is hereby extended for an additional three-year period, commencing June 1, 2022 and extending to May 31, 2025.
2. Section 12 a, Termination is hereby deleted in their entirety and replaced with the following Section 12 a.:
  12. Termination.
    - a. PFA’s Termination for Cause. PFA shall have the right to terminate this Agreement for cause pursuant to this Section 12(a) and (b). PFA may terminate this Agreement upon the failure of Service Provider to meet any of the following quarterly compliance standards three (3) or more consecutive times in four (4) consecutive quarters: Sections 7.11, and 9.2 (contained within Exhibit A), Service Provider shall not have Cure Rights or EMS Provider Removal Rights to address such a failure. By way of example and not limitation, a failure to meet the compliance standard in Zone 1 as described in Section 7.11 for three consecutive times out of four consecutive quarters shall constitute grounds for termination by PFA. In comparison, failure to meet the compliance standard in Zone 1 as described in Section 7.11 two consecutive times and a failure to meet the compliance standard in Zone 2 as described in Section 7.11 one time, all in four consecutive quarters, would not be grounds for termination by PFA.
3. Exhibit A. The attached Exhibit A, Scope of Services supersedes and replaces Exhibit A in its entirety.

- 4. No Other Amendments. The parties agree that all other terms and conditions of the Agreement, as previously amended by Amendments #1 through #7 shall remain unchanged and in full force. In the event of a conflict the most recent amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment #08 as of the last date of signature below.

**POUDRE FIRE AUTHORITY**

DocuSigned by:  
 By: Emily Francis  
075BED6EE28C496...  
 Emily Francis, PFA Board Chair

Date: 7/5/2022

**ATTEST:**

DocuSigned by:  
Patti Forsythe  
8E008F6D983048E...  
 PFA Secretary

**APPROVED AS TO FORM:**

DocuSigned by:  
Ted Hen  
0071938290D24D5...  
 Assistant City Attorney

**POUDRE VALLEY HEALTH CARE, INC.  
d/b/a POUDRE VALLEY HOSPITAL**

DocuSigned by:  
 By: Kevin Unger  
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 Kevin Unger, President/CEO

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EXHIBIT A  
SCOPE OF SERVICES

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## **1.0 Definitions**

Terms used in this Agreement shall have the following meaning:

“Advanced Emergency Medical Technician (AEMT)” – an individual who has a current and valid AEMT certificate issued by the state of Colorado and who is authorized to provide limited acts of advanced emergency medical care in accordance with these rules.

“Ambulance” means any privately or publicly owned motor vehicle, aircraft, or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Colorado as an advanced life support Ambulance.

“Ambulance Provider” or “Ambulance Service Provider” means an Ambulance provider licensed by the State of Colorado that responds to 911 dispatched calls.

“Ambulance Service” means any individual, partnership, corporation, association, governmental agency or other entity that holds an Advanced Life Support Ambulance provider license issued by Larimer County, Colorado to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.

“Authority Having Jurisdiction” (AHJ) means the governmental agency with statutory authority as designated by the State of Colorado to provide a specific service.

“AVL/MDC” means Automatic Vehicle Locator/Mobile Data Computer.

“Board” means the PFA Board of Directors.

“Contractor” means the sole 911 Emergency Medical Service provider under contract with the PFA.

“Department” means the Poudre Fire Authority.

“Dispatch” means the Fort Collins 911 or Larimer County Sheriff’s Office Communications Center which are the Public Safety Answering Point (PSAP) responsible for answering 911 calls.

“Emergency Ambulance Service” means the provision of advanced or basic life support, and transportation by Ambulance, if appropriate, in response to medical and traumatic emergencies.

“Emergency Medical Responder (EMR)” – An individual who has successfully completed the training and examination requirements for emergency medical responders and who provides assistance to the injured or ill until more highly trained and qualified personnel arrive.



“Emergency Medical Technician (EMT)” – An individual who has a current and valid EMT certificate or license issued by the Colorado Department of Public Health and Environment, Health Facilities and Emergency Medical Services Division (CDPHE) and who is authorized to provide basic emergency medical care in accordance with the Rules Pertaining to EMS Practice and Medical Director Oversight.

“Emergency Medical Technician with IV Authorization (EMT-IV)” means an individual who has a current and valid EMT certificate or license issued by the CDPHE and who has met the conditions defined in the Rules Pertaining to EMS Practice and Medical Director Oversight relating to IV authorization.

“Emergency Medical Technician Intermediate (EMT-I)” means an individual who has a current and valid EMT-I certificate or license issued by the CDPHE and who is authorized to provide limited acts of advanced emergency medical care in accordance with the Rules Pertaining to EMS Practice and Medical Director Oversight.

“EMD” means Emergency Medical Dispatch.

“EMS” or “Emergency Medical Services” means those pre-hospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and Ambulance services, patient care, communications, and evaluation.

“Medical Director” means a physician licensed in good standing who authorizes and directs, through protocols and standing orders, the performance of students-in-training enrolled in CDPHE-recognized EMS education programs, graduate AEMTs, EMT-Is or paramedics, or EMS providers of a prehospital EMS service agency and who is specifically identified as being responsible to assure the competency of the performance of those acts by such EMS providers as described in the physician’s medical CQI program.

“EMS Provider” means an individual who holds a valid emergency medical service provider certificate issued by the CDPHE and includes Emergency Medical Responder, Emergency Medical Technician, Advanced Emergency Medical Technician, Emergency Medical Technician-Intermediate and Paramedic.

“EMS Service Agency” – any organized agency including but not limited to a “rescue unit” as defined in Section 25-3.5-103(11), C.R.S., using EMS providers to render initial emergency medical care to a patient prior to or during transport. This definition does not include criminal law enforcement agencies, unless the criminal law enforcement personnel are EMS providers who function with a “rescue unit” as defined in Section 25-3.5-103(11), C.R.S. or are performing any medical act described in 6 CCR 1015-3.

“FCPD” is the Fort Collins Police Department.

“ICS” means Incident Command System which is a standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

“Incident Commander” is the individual in charge of any 911 response on scene.

“KPI” means Key Performance Indicators – as defined by the Medical Director and Project Manager.

“LCSO” is the Larimer County Sherriff Office

“NCRETAC” is the Northern Colorado Regional EMS/Trauma Advisory Council.

“NIMS” or “National Incident Management System” is a standardized approach to incident management developed by the Department of Homeland Security.

“NLCERA” or “Northern Larimer County Emergency Response Area” is the geographic area encompassing 2,200 square miles in Northern Larimer County and parts of Western Weld County (see attached map in Attachment 1)

“NLCERA EMS Advisory Committee” is comprised of various stakeholders of the NLCERA EMS System who are committed to proactive coordination and facilitation of continual improvement through outcome oriented, patient centered pre-hospital emergency care for citizens in the NLCERA.

“Paramedic” – an individual who has a current and valid paramedic certificate or license issued by the state of Colorado and who is authorized to provide advanced emergency medical care in accordance with 6 CCR 1015-3.

“Protocol” – are written standards for patient medical assessment and management approved by the medical director. For purposes of this Agreement, the protocols to be used are the Northern Colorado Prehospital Protocols, available at <https://www.acidremap.com/sites/NCPP/>, as may be amended from time to time.

“Participating Agency” refers collectively to organizations which have entered into an Intergovernmental Agreement (IGA) with the PFA to represent their interest regarding Emergency Medical Services for their designated area with representation by Poudre Fire Authority for the purpose of contracting with a sole 911 Emergency Medical Service provider.

“Participating Providers” means an agency or provider that provides medical care as authorized by the NLCERA Medical Director.

“Project Manager” – means the person designated on behalf of the PFA authorized to make decisions on behalf of the NLCERA agencies related to this Agreement.

“PSAP” or “Public Safety Answering Point” means the Fort Collins 911 or Larimer County Sheriff’s Office Communications Center which is responsible for answering 911 calls.

“QA/QI” – Quality Assurance/Quality Improvement – Quality Programs as defined by Medical Director and Project Manager.

“Response Time” means the length of time between the notification of each agency and the arrival of their respective emergency medical service unit(s) at the incident scene or staging area.

“Response Time Compliance Coordinator” – means the individual assigned by the Fire Chief or Project Manager to facilitate reporting of response time compliance on behalf of PFA.

“System Status Plan” also referred to as “Deployment Plan” is the management of the EMS Contractor’s system to meet the fluid deployment of ambulances to answer expected demand, expressed as calls for service, in the attempt to provide faster response by locating ambulances at “posts” nearer their next calls.

“Zone” means one of five (5) areas into which the ambulance services area is divided which are used for determining response times within the NLCERA. (Refer to map in Attachment 1)

## **2.0 Medical Response of the Poudre Fire Authority and NLCERA Agencies**

The PFA and agencies of the NLCERA recognize that it is essential for a quality EMS system to provide rapid EMS care. Therefore, the PFA and agencies of the NLCERA will continue to provide rapid early EMS intervention as a part of a tiered EMS response system. This EMS response by the PFA and agencies of the NLCERA allows the Service Provider longer ambulance response times than would otherwise be required of an ambulance within the NLCERA.

- a. Detailed information on the Poudre Fire Authority is available on the PFA website at <https://www.poudre-fire.org/>
- b. Detailed information on all agencies of the NLCERA is available on the NLCERA website at <http://nlcera.org/>

## **3.0 Project Management**

A representative appointed by the PFA Fire Chief shall be the Project Manager and the authorized representative of the NLCERA.

- a. All communications related to the Project shall be with the Project Manager and, in his/her absence, a person to be designated by the PFA Fire Chief.
- b. The Project Manager is authorized to make decisions on behalf of the NLCERA agencies related to this contract.
- c. As defined by Exhibit A, Scope of Services, the Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by Service Provider, except for approvals which are specifically identified as requiring the approval of the PFA’s Board of Directors.
- d. Contract Compliance Coordination
  - a. The Service Provider shall provide funding to PFA in the form of quarterly payments in the amount of \$70,000/year. Such funding shall be exclusively used to compensate work done for the benefit and improvement of Service Provider’s performance pursuant to this Agreement. At PFA’s sole discretion the position may be an employee of PFA or PFA may engage a third-party independent contractor or firm, and PFA shall have sole authority in directing the activities of the individual(s) acting as contract compliance coordinator(s).

## **4.0 Medical Direction**

The Service Provider must provide a Medical Director to act as the supervising physician for all NLCERA agencies for purposes of authorizing and directing the performance of medical acts by EMS Providers at all levels of certification (the “NLCERA Medical Director”).

Service Provider may choose from one of the following options or submit another option for consideration.

Option 1: Service Provider agrees to provide a PFA-approved Medical Director that meets Colorado state requirements and shall act as joint medical control for all NLCERA EMS Providers. Such Medical Director shall provide defined hours/week dedicated to PFA and Participating Providers for administrative duties subject to PFA and Service Provider approval.

Option 2: The Service Provider and PFA will jointly fund a Medical Director position at Poudre Fire Authority that meets Colorado state requirements and is approved by PFA. This Medical Director shall also be utilized as joint medical control for all NLCERA EMS Providers. Such Medical Director shall have defined time dedicated to PFA and Participating Providers for administrative duties.

Liability Insurance for the NLCERA Medical Director will be the responsibility of the Service Provider.

#### **4.1 Standing Medical Orders and Treatment Protocols**

Protocols define the standard of care for EMS providers, and delineate the expected practice, actions, and procedures to be followed in commonly encountered medical emergencies.

- a. The Service Provider shall utilize the standing medical orders and treatment protocols for the standard of care as established by the NLCERA Medical Director.
- b. Standing Medical Orders and Treatment Protocols are based on protocols developed by the Denver Metro Emergency Medical Directors with system specific modifications made by the NLCERA Medical Director.
- c. Emphasis is placed on developing guidelines reflective of current trends and evidence in the practice of pre-hospital clinical care.

#### **5.0 Peer Support**

Service Provider must have a peer support program.

- a. Service Provider's peer support program must be supervised by a clinician and participate in regional peer support network activities.

#### **6.0 Prohibited Activities**

The Service Provider may not provide any other services within the NLCERA that are currently provided by NLCERA agencies without coordination and prior approval from the authority having jurisdiction.

- a. This includes, but is no way limited to fire suppression, technical rescue, and hazardous material response.
- b. This excludes activities for which the Service Provider has an MOU with other local agencies (i.e. FCPD or Larimer County Sheriff).

#### **7.0 Incident Response**

The Service Provider shall furnish and maintain ambulances 24 hours a day, 7 days a week, within the NLCERA, that are fully equipped, staffed, and dedicated to NLCERA 911 calls.

- a. Ambulances included in the deployment plan for 911 response may not be used for proprietary (non-911) calls unless approved by the Project Manager.
- b. The Service Provider shall furnish the requisite ambulance vehicles and personnel to assist the PFA and other NLCERA agencies in protecting and promoting the health, safety and welfare of sick and injured persons wherever and whenever the Service Provider may be directed by the PSAP to respond (request for service).

- c. Service Provider shall have the exclusive right and privilege to provide all emergency ambulance service to the PFA and other NLCERA agencies. If the Service Provider does not have an adequate number of ambulances available or reports an extended response time for a specific call, then PFA or other NLCERA agencies, as determined by the PFA or other NLCERA agencies, reserves the right to use any available ambulance service to provide transportation.
- d. Service Provider shall operate continuously and without interruption for twenty-four (24) hours each day and for seven (7) days per week an emergency ambulance service as herein required.
- e. Service Provider shall provide this service without regard to the financial status of the patient.
- f. Service Provider shall begin to respond to the scene when the PSAP notifies the Service Provider electronically, by radio, or by telephone with the correct information.
- g. The Service Provider shall respond as directed by the PSAP.
- h. Service Provider crews shall announce on the PSAP assigned radio channel the location from which they are responding, and the time they arrive at their assigned location. (when within the radio coverage signal)
- i. When transporting a 911 patient, the Service Provider crew shall announce verbally on the PSAP assigned radio channel when they leave the scene as "Ambulance Number is en-route to (destination location)"; when they arrive at their destination; and, when they become available. (when within radio coverage signal or once service area is reached)
- j. All radio communications with the PSAP shall include the ambulance's numbered call sign.
- k. Service Provider shall notify the PSAP whenever a Service Provider ambulance is traveling in an emergency mode utilizing lights and siren within the jurisdictional boundaries of the PFA or other NLCERA agencies on a proprietary (non-911) call.
- l. Service Provider shall immediately give route and destination notification to the PSAP upon activation of any audible or visual emergency signal equipment within the jurisdictional boundaries of the PFA or other NLCERA agencies.

## 7.1 Deployment Plan

Service Provider shall be required to submit to the Project Manager a current deployment plan that includes:

- a. Minimum of four (4) Advanced Life Support (ALS) ambulances on duty at all times
- b. Identification and the number of ambulances to be deployed during each hour of the day and day of week.
- c. A description of 24-hour system status management strategies to deploy or re- deploy resources to meet performance requirements.
- d. A description of how the Service Provider will meet the demand for emergency ambulance response during peak periods and during unexpected periods of unusually high call volume.
- e. A map identifying proposed ambulance stations or post locations to meet response times in each Zone.

## 7.2 Deployment Plan Changes

- a. Proposed changes to the deployment plan must be submitted to the Project Manager 30 days in advance of the proposed change unless the 30-day advance notice is waived by, and at the sole discretion of, the PFA Fire Chief.
- b. The Service Provider shall provide the PFA's Project Manager a copy of any amended deployment plan.
- c. Notwithstanding any deployment plan, the Service Provider shall deploy or re-deploy ambulances as necessary at times of unusual call volume.

### **7.3 Fleet Resources**

The Service Provider is required to provide ambulance transport services within the NLCERA with its own resources. The Service Provider may not utilize, in any manner, ambulance resources from other agencies or ambulances dedicated to neighboring jurisdictions within its deployment plans. All ambulance resources specified in its deployment plan must be the Service Provider's, must be dedicated to the NLCERA, and must comply with all specifications herein. Third party mutual aid resources may assist under extraordinary circumstances or during extremely high call volume periods.

### **7.4 Emergency / Non-Emergency**

The PFA currently utilizes two (2) basic 911-response priorities, Emergency and Non-Emergency. These response priorities are used in coordination with event type. Requests for service are assigned an applicable event type by the PFA depending upon information obtained from those requesting service (e.g. chest pain; seizure; structure fire; etc.). Upon event type assignment, apparatus is dispatched as either emergency or non-emergency response.

### **7.5 Lights and Sirens**

The PFA does not require the use of lights and sirens for any call. Service Provider is responsible for determining whether lights and sirens are to be used for any call or priority. Service Provider's vehicle Opticomms should only be utilized when on emergent responses. Service Provider is responsible to maintain its vehicle Opticomms in good and workable order.

### **7.6 ALS / BLS**

The PFA currently utilizes two (2) types of basic 911 response apparatus, Advanced Life Support (ALS) apparatus staffed with at least one Paramedic and one EMT and Basic Life Support (BLS) apparatus staffed with at least two EMTs. Apparatus are assigned according to event type. Upon event type assignment, the PFA's and/or Service Provider's appropriate apparatus type (ALS or BLS) is dispatched.

NOTE: The PFA, through the PSAP, is continually updating, refining, and altering dispatching protocols including priorities and event types. Any update, refinement or change will not change performance requirements.

### **7.7 Zone Designations**

Zones will be defined according to NLCERA map, Attachment 1, and will be reviewed annually by the Project Manager with changes implemented as deemed necessary by the Project Manager.

- a. Areas within the boundaries of the incorporated municipalities of the NLCERA (the City of Fort Collins, the Town of Wellington, and the Town of Timnath) will be designated as Zone 1.
- b. Areas within a three (3) minute drive time of the boundary of the incorporated municipalities of the NLCERA (the City of Fort Collins, the Town of Wellington, and the Town of Timnath) with an address density greater than or equal to 112 address points per quarter section will be designated as Zone 1.
- c. Areas not contained in Zone 1 which are within a six (6) minute drive time from the boundary of Zone 1 will be designated as Zone 2.
- d. Areas not contained in Zone 1 or Zone 2 which are within a sixteen (16) minute drive time from the boundary of Zone 1 will be designated as Zone 3.
- e. Areas not contained in Zone 1 or Zone 2 or Zone 3 which are less than or equal to a fifty-one (51) minute drive time from the boundary of Zone 1 will be designated as Zone 4.

- f. Areas not contained in Zone 1 or Zone 2 or Zone 3 or Zone 4 which are greater than a fifty-one (51) min drive time from the boundary of Zone 1 will be designated as Zone 5.

It is the Service Provider's responsibility to be familiar with the geographic considerations and changes to response zones.

## **7.8 Response Times**

Response times are one component of performance. Rapid response to high acuity calls allow life-saving clinical interventions to be performed and contribute to positive patient outcomes. While rapid clinical intervention is not necessary when responding to lower acuity calls, appropriate response times are necessary to meet customer service expectations of the community.

## **7.9 Response Time Measurement**

The official timekeeper for Emergency and Non-Emergency calls shall be the CAD system in use at the PSAP.

- a. The response time shall commence when the Service Provider is notified of the request for service.
- b. The response time clock will be stopped by the CAD time stamped arrival of each of the Service Provider's ambulances on scene as specified herein.
- c. For incidents requiring multiple ambulance responses only the first ambulance dispatched to the incident will be reported for the purposes of response time compliance.

## **7.10 Arrival**

Arrival means the moment an ambulance crew notifies the PSAP that the unit is fully stopped at the location where the ambulance will be parked while the crew exits and attends the patient.

- a. For purposes of measuring response times, the official time will be the time displayed by the CAD system in use at the PSAP.
- b. In those situations where the ambulance has responded to a location other than the scene (e.g. staging), arrival shall be the time the unit arrives in the designated area or 1500' from the incident location.
- c. In the event the ambulance fails to report "on-scene," CAD AVL data will be used as the arrival time.
- d. In the event CAD AVL data is not available, other verifiable GPS means (i.e. Street Eagle, GeoTab, etc.) will be used as the arrival time.
- e. In the event other verifiable GPS means is not available, audio verification (time stamped radio communication) will be used as the arrival time, including PFA radio traffic that verifies Service Provider on scene.

### 7.11 Response Time Requirement Standard

The Service Provider is required to meet the “Standard” response time in 90% of all responses in each zone. “Standard” and “Maximum” response times for each zone are as follows:

ZONE	EMERGENT		NON-EMERGENT	
	Standard	Maximum	Standard	Maximum
1	9:00 Minutes	15:00 Minutes	15:00 Minutes	25:00 Minutes
2	15:00 Minutes	30:00 Minutes	30:00 Minutes	40:00 Minutes
3	25:00 Minutes	40:00 Minutes	40:00 Minutes	60:00 Minutes
4	60:00 Minutes	120:00 Minutes	120:00 Minutes	120:00 Minutes
5	60:00 minutes to Zone 4 / Zone 5 Interface	75:00 minutes to Zone 4 / Zone 5 Interface	120 minutes to Zone 4 / Zone 5 Interface	135 minutes to Zone 4 / Zone 5 Interface

### 7.12 Upgrades, Downgrades, Reassignment and Cancellations

Changes in response designation shall be at the discretion of the on-scene Incident Commander. Calculations to determine compliance with response time requirements shall be completed as follows:

- a. Upgrades
  1. Upgrade is defined as an incident response priority moving from non-emergent to emergent.
  2. Calculation of the compliance Standard for upgrades will be through a linear math model which accounts for the initial zone non-emergent time percentage traveled at upgrade then subtracts that percentage from 100% to establish the percentage of emergent to be traveled. These two times are added and become the new compliance time requirement.
- b. Downgrades
  1. Downgrade is defined as an incident response priority moving from emergent to non-emergent.
  2. If an assignment is downgraded prior to the arrival on scene of the first Ambulance, the Service Provider’s compliance with contract standards will be calculated based on:
    - i. The lower priority response time requirement, if the unit is downgraded before it would have been judged “late” under the higher priority response time requirement, OR
    - ii. The higher priority response time requirement, if the unit is downgraded after it would have been judged “late” under the higher priority response time requirement.
- c. Reassignment Enroute
  1. If an Ambulance is automatically reassigned by the CAD prior to arrival on scene (e.g. to respond to a higher priority request), compliance to the original incident will be calculated based on the time of dispatch to the time of reassignment.
  2. Dispatch time to each incident will be reset at each reassignment.



d. Cancelled Enroute

1. If an ambulance is cancelled prior to arriving on scene, the time of cancellation will be considered the arrival time. If the response time at the time of cancellation is within the maximum allowable, then the unit will be considered on time.
2. If the response time at the time of cancellation exceeds the maximum allowable, then the unit will be considered late.

### 7.13 Response Time Exemptions

It is understood that unusual circumstances and conditions beyond the Service Provider's reasonable control can produce response times that exceed the standards.

- a. Any requests for exemption from response time standards shall be made with the Monthly Response Time Report. If no such request is received by the deadline required herein, no such request will be considered in compliance calculations.
- b. The PFA has the sole discretion to exempt any call and is not obligated to do so for any reason.
- c. Situations in which exemptions may be granted include, but are not limited to:
  1. Dispatch Services - Incorrect Address
  2. Adverse weather and/or road conditions
  3. Vehicle problems
  4. Hospital divert
  5. Response area obstacles - limited access or barrier devices
  6. Train delays

### 7.14 Monthly Response Time Reporting

The Service Provider shall electronically submit to the Project Manager response reports for each month. Reports must be received no later than 5:00 p.m., fifteen (15) business days after the final day of the month.

- a. For each incident for which a response is dispatched, the monthly response time report shall include, but not be limited to:
  1. A monthly summary of the Service Provider's number of calls into the service area by volume
  2. Response priority, as specified in Section 7.4, linked to the dispatch and arrival times necessary to calculate the response time
  3. Response zone in which the call occurred
  4. For calls canceled enroute, upgraded, downgraded, or reassigned the aforementioned items shall be reported and any additional data necessary to calculate and verify response times as provided in Section 7.12
  5. Number of times, including duration, that Ambulance Level 0 occurred.
  6. Rendezvous Requests that were met by Service Provider each month.
  7. Root cause analysis by Service Provider with findings submitted to the Project Manager for failure to meet "Maximum" time on any incident(s) in any zone(s).
  8. Projected quarterly response time compliance standards for non-emergent and emergent responses in each zone.
  9. Updates on Response Time RE initiatives as applicable

### 7.15 Use of Mutual Aid and Requirements

The Service Provider may utilize mutual aid from third parties in cases of extraordinary high call volume. Requests for mutual aid from third parties must follow PSAP dispatching policies and protocols.

- a. The Service Provider is required to submit, for the approval of the PFA Fire Chief, a list of all agencies with whom the Service Provider is requesting to enter into mutual aid agreements for the provision of 911 transport services in the NLCERA.
- b. Requests for Service Provider's ambulances to provide mutual aid must be approved by the on duty PFA Battalion Chief.
- c. Service Provider may not incorporate a surcharge for providing mutual aid.

### **7.16 Dispatch Requirements**

The Service Provider is required to utilize the designated PSAP for all 911 responses.

- a. All requests other than proprietary patient transfers received by the Service Provider must be immediately transferred to the PSAP.
- b. The Service Provider must follow process as defined by FC911 to coordinate communication between the PSAP and the Service Provider.
- c. The PFA is not required to make any changes or upgrades to accommodate the Service Provider.
- d. If requested, the PFA in its sole discretion may choose to make accommodations requested by the Service Provider at the sole financial expense of the Service Provider.

### **8.0 Medical Equipment, Medications and Supplies**

- a. Equipment and supplies must be authorized by the NLCERA Medical Director and Project Manager and, when applicable, be identical to equipment and supplies stocked by PFA.
- b. Equipment and supplies cannot be changed without notification of and coordination with the Project Manager. Every attempt will be made by the Service Provider to standardize supplies and equipment with PFA as well as with regional hospitals.
- c. The Service Provider must equip all BLS ambulances with supplies and equipment necessary to carry out BLS care in accordance with PFA, county, state, and federal requirements where applicable.
- d. The Service Provider must equip all ALS ambulances with supplies and equipment necessary to carry out ALS and Basic Life Support (BLS) care in accordance with PFA, county, state, and federal requirements where applicable.
- e. All required equipment and supplies must be supplied in each response vehicle and provide their own restocking of such equipment and supplies.
- f. Appropriate Personal Protection Equipment (PPE) required for emergency situations and weather as mandated by the Incident Commander will be utilized in adherence to the Service Provider's policies.
- g. Equipment shall be reviewed and updated annually to address changes in industry standards and/or changes in the level of care prescribed by the NLCERA Medical Director.
- h. The Service Provider will be provided an ongoing opportunity to participate in the development and revision of the equipment and supply specifications.

### **8.1 Medical Equipment, Medications and Supplies Exchange**

The Service Provider shall replenish disposable supplies and medications (except for DEA controlled substances) used by NLCERA agency providers in delivering care prior to a patient's transfer to Service Provider's ambulance. All items will be replenished at the incident scene unless patient care would be adversely affected by doing so. The Service Provider shall stock its ambulances with sufficient equipment, medications, and supplies to allow for exchange and restocking without falling below equipment and supply stock minimum requirements.

**9.0 Training**

Ongoing training and education are necessary to meet certification requirements and are critical to ensure providers have the latest information regarding patient care and advances in pre - hospital medicine. To the extent that the training and education programs required to be provided by Service Provider to PFA and NLCERA agencies pursuant to this Agreement are not programs made available to the general public and/or provided to Service Provider’s EMS Providers in the general course of business, Service Provider shall be compensated for any incremental costs associated with developing and providing such training and education.

- a. The training program and all curriculum must be pre-approved by the NLCERA Medical Director and the Project Manager and shall include the following minimum criteria:
  - 1. Built on the foundations of EMS curriculum as established by the State of Colorado.
  - 2. Satisfies recertification requirements of each provider’s certification level. (State of Colorado and National Registry of EMTs) (EMR, EMT, EMT-IV, AEMT, EMT-Intermediate and Paramedic)
  - 3. Places an emphasis on inter agency participation in recognition of a systems approach to response.
  - 4. Reinforces clinical expectations of applicable protocol(s).
  - 5. “Train the Trainer” sessions are conducted to familiarize adjunct instructors with curriculum content.
  - 6. Informed by system QA/QI findings.
  - 7. Offered at multiple times and in multiple locations to accommodate the availability of volunteer and professional providers.
  - 8. Ability for attendees to give feedback on instructional content, instructors, etc.
  - 9. Automated notification system to proactively inform providers on the status of their recertification progress (Colorado / NREMT).
  - 10. Automated notification system to proactively inform administrators on the status of certificate holders’ recertification progress (Colorado / NREMT).
  - 11. Web based archive of developed content available to assist providers in satisfying recertification requirements. (State of Colorado and National Registry of EMTs) (EMR, EMT, AEMT, EMT-Intermediate, Paramedic)

**9.1 Monthly EMS Training - Instruction**

Service Provider shall make available 2.0 hours, monthly EMS training sessions (to be provided in person or virtual as appropriate) for each of the following organizations.

- a. Poudre Fire Authority
- b. Wellington Fire Protection District
- c. Livermore Fire Protection District
- d. Glacier View Fire Protection District
- e. Red Feather Fire Protection District
- f. Crystal Lakes Fire Protection District
- g. Rist Canyon Volunteer Fire Department
- h. Poudre Canyon Volunteer Fire Protection District

**9.2 Monthly EMS Training – Instruction Standard**

Monthly Training – Instruction		
	Standard	Minimum
Zone 1-5	100%	100%

### 9.3 Monthly Training Report

The Service Provider shall electronically submit to the Project Manager training reports for each month. Reports must be received no later than 5:00 p.m., fifteen (15) business days after the final day of the month.

- a. The monthly training report shall include, but not be limited to:
  1. Total number of hours of education provided for each month
  2. Total number of hours of education provided for each month by topic.
  3. Total number of hours of education provided for each month by certification level. (EMR, EMT, AEMT, Intermediate, Paramedic)
  4. Updates on Training RE initiatives as applicable
  5. Projected Monthly EMS Training - Instruction quarterly compliance.

### 10.0 Quality Assurance / Quality Improvement (QA/QI)

QA/QI ensures the standard of care, as described in the protocols, is being provided. The QA/QI program will be an organized, coordinated, multi-disciplinary approach to the assessment of all aspects of the pre-hospital emergency medical system for the purpose of improving patient care services and outcomes with clinical performance trends identified and used to guide training.

- a. The QA/QI program will review designated calls for documented care alignment to established KPIs as determined by the Medical Director and the Project Manager.
- b. The QA/QI program shall include the following minimum criteria:
  1. Maintain focus on providing world class EMS clinical care by methodical analysis of all available data.
  2. Clinical excellence should be identified and acknowledged.
  3. Where opportunities for improvements in care are identified, determination of rootcause should inform intervention at the appropriate level.
  4. Evaluation of documentation in patient care report(s).
  5. Review of cardiac monitor data.
  6. Review of applicable protocol(s) with comparison to documented care.
  7. Follow up available to prehospital providers.
  8. Discussion of case with prehospital providers.
  9. Service Provider shall ensure Service Provider's Providers attend Case Reviews when requested.
  10. Include key performance indicators (KPIs).

### 10.1 Monthly QA/QI Reporting

The Service Provider shall electronically submit to the Project Manager QA/QI reports for each month. Reports must be received no later than 5:00 p.m., fifteen (15) business days after the final day of the month.

- a. Subject to Section 20 of the Agreement, the monthly QA/QI report shall include, but not be limited to:
  1. List of identified KPIs for each QA/QI element (e.g. protocol, procedure, medication).
  2. Comparison of care provided to each KPI.

## 11.0 Vehicles and Equipment

All ambulances shall be in good working order and appearance.

- a. Service Provider will comply with Service Provider's vehicle policies and procedures.
- b. Vehicles or equipment that the Project Manager reasonably determines to have deficiencies that may negatively impact crew or patient safety shall be removed from service and either replaced or repaired without undue delay.
- c. Each 911 response Ambulance must meet all rules and regulations as outlined in Larimer County Ambulance Licensing Requirements (6 CCR 1015-3, Chapter 4 – Licensure of Ground Ambulance Services) and must meet or exceed the requirements set forth in Federal KKK-1822C Standards.
- d. All ambulances used for 911 responses must be specified and constructed to transport two (2) patients, one (1) of the Service Provider's paramedics or EMTs, one (1) additional attendant in the patient compartment, one (1) family member, and one (1) driver in the front area, all without exceeding the Gross Vehicle Weight (G.V.W.) rating of the ambulance when fully stocked and fueled.
- e. Service Provider must have adequate number of 4-wheel drive ambulances necessary to meet Response Time Requirement Standard while operating in mountainous areas, rough terrain, and during winter months where snow and ice is prevalent.
- f. Service Provider must have available, at all times, a minimum number of fully-equipped Ambulance units defined as 133% of the number of units required at the peak load in the deployment plan. Neither the NLCERA agencies' nor mutual aid resources may be considered part of the Service Provider's fleet.
- g. All response vehicles must display lettering which identifies the Service Provider's business name and must meet striping and lighting visibility standards as required by licensing body and must maintain consistency in demarcation and radio designation.
- h. All response vehicles must display the unit number in at least 4-inch letters on both sides and rear of the vehicle and roof.
- i. Visual and audible warning devices will be consistent with those utilized by licensing body and the PFA.
- j. Alterations or alternative configurations may be allowed by the Fire Chief in his/her sole discretion.

### 11.1 Maintenance

The Service Provider shall maintain all ambulances and equipment in a manner to achieve the highest standard of safety, reliability, and appearance. All personnel utilized to maintain vehicles and equipment must be properly trained, certified, and knowledgeable.

- a. Any vehicle or equipment utilized by Service Provider will be managed to the standards expected by CAAS accreditation.
- b. Service Provider will provide PFA with evidence of CAAS certification.

### 11.2 Opticom

As a condition of this Agreement, the Service Provider shall enter into a separate contract with PFA for the Opticom system and maintenance. (See Exhibit C, Agreement for Use of Opticom System)

## 12.0 Communications Equipment

The Service Provider must equip all ambulances with portable and mobile communications equipment compatible with the PFA communications plan.

- a. The Service Provider will be financially responsible for all costs associated with implementing, upgrading, and making reasonable changes required by the PFA.
- b. All Communications Equipment must be pre-approved by the Project Manager prior to implementation and shall include the following minimum criteria:
  1. Mobile Data Terminal (“MDT’s”)/computers and radio equipment for adequate communications which is provided and maintained by the Service Provider.
  2. All Ambulances must be equipped with Automatic Vehicle Routing (AVR), Automatic Vehicle Location (AVL)/Mobile Data Communications (MDC) systems which links to the PSAP Computer Aided Dispatch (CAD).
  3. Communication equipment must include 700-800 MHZ radio compatible with FRCC DTR system, Colorado State DTR system, radio talk-group channel capable to effectively communicate with all other NLCERA, PFA and Larimer County agencies to meet or exceed the existing system.
  4. VHF radios with a minimum of 48 channels and programmed for the current Larimer County Type III incident communication frequencies are required.
  5. Each Ambulance will have at least one mobile and one portable of each of the 700-800 MHZ and VHF radios.
  6. Service Provider will utilize the mobile client mandated by Fort Collins 911 to display all information on unit status including units assigned to calls, unit status, units responding, arrival at scene, units transporting, and units at hospital.
  7. Service Provider shall take all efforts to correct malfunctions to Communications Equipment according to the chart below:

<b>Severity Level</b>	<b>Examples</b>	<b>Notification Acknowledgement: Return call to PFA after initial notification of Error</b>	<b>Action Expectation: Anticipated Error resolution after Return call to PFA of notification of Error</b>
High	- Complete shutdown or partial shutdown of one or more system functions - Access to one or more system functions not available	Within one (1) hour of initial notification	Six (6) hours*
Medium	- Minor subsystem failure - Communication or transfer of data impaired on a limited basis	Within four (4) hours of initial notification	Twenty-four (24) business hours*
Low	-Systems operational with minor issues - Suggested enhancements	Same day or next business day of initial notification	Forty-eight (48) business hours*
*If resolution is not possible, Service Provider will notify PFA Project Manager until complete.			

### 13.0 Personnel and Clinical Standards

The PFA expects that Service Provider's provision of services shall conform to the highest clinical and professional standards as determined by the Service Provider's policies. In doing so, the Service Provider shall comply with all applicable county, state, and federal laws, regulations, and standards regarding the provision of services.

- a. All persons employed by the Service Provider shall be competent in the performance of their duties and hold and maintain applicable and valid certificates/ licenses/accreditations in their respective roles or profession. The Service Provider shall be held accountable for employee performance, licensing, and actions.
- b. The Service Provider's Operations Manager shall contact the Project Manager to discuss any issues related to clinical and/or professional standards.

### 13.1 Ambulance Staffing

When operating an ambulance, all personnel must meet the applicable requirements of all applicable local, state, and federal, statutes, rules, regulations, and laws.

- a. All personnel staffing ambulances must be certified, in good standing, with the Colorado Department of Public Health and Environment.

- b. The Service Provider shall, at a minimum, staff ALS ambulances with at least one certified or licensed Emergency Medical Technician (“EMT”) or above and one certified or licensed Paramedic.
- c. The Service Provider shall, at a minimum, staff BLS ambulances with at two (2) certified or licensed Emergency Medical Technician (“EMT”) or above.

### **13.2 Management and Supervision**

The Service Provider will provide the management and supervision necessary for effective oversight, and administration of ambulance transport services.

- a. Service Provider shall provide a designated person(s) to function as liaison to PFA in reference to EMS Operations and Management issues.
- b. At least one person shall always be on duty to ensure operational efficiency and to provide support to Incident Commanders, as necessary.
- c. Terms/Titles used to identify Service Provider’s management staff must consider the Incident Command System and be approved by the PFA Fire Chief.

### **13.3 Uniforms and Appearance of Personnel**

- a. The Service Provider’s ambulance personnel shall always wear clean, professional uniforms in compliance with Service Provider’s standards.
- b. Name tags and level of training badges shall be worn by all personnel.

### **13.4 Competence and Professionalism of Personnel**

Ambulance services are often rendered under extremely stressful circumstances. Professional and courteous conduct and appearance is always required from the Service Provider’s personnel. Service Provider’s employees will follow Service Provider’s internal policies and procedures regarding professionalism.

### **13.5 Orientation of Employees**

The Service Provider must ensure that all employees have been properly oriented before being placed on transporting ambulances.

- a. Orientation curriculum must be authorized by the NLCERA Medical Director.
- b. The Service Provider must provide a syllabus of the approved curriculum.
- c. The orientation shall include but not be limited to:
  - 1. Overview of the NLCERA EMS system
  - 2. Applicable policies, procedures, orders, and protocols
  - 3. All communications; navigation, mapping, and hospital routes
  - 4. Ambulance equipment utilization and maintenance.
  - 5. Curriculum cannot be changed without the approval of the NLCERA Medical Director.
  - 6. The Project Manager may require the Service Provider to add any curriculum that does not meet the PFA’s specifications.



### **13.6 Personnel Conflict Resolution Process**

Conflicts involving Service Provider's employees and the PFA that cannot or should not be resolved on an individual level will be resolved through a formal conflict resolution process as agreed upon by the Project Manager and Service Provider.

- a. Any concerns or conflicts that may affect portions of this contract will be communicated to the Project Manager and the appropriate supervisors in writing.

### **13.7 Participation in ICS/NIMS**

Service Provider will be required to fully and actively participate in the Incident Command System (ICS/NIMS).

- a. Service Provider must adhere to minimum training requirements for each level of the organization.
- b. Field level employees must take at a minimum ICS/NIMS 100, 200 and NIMS 700 and 800 and a PFA ICS Orientation.
- c. Management staff with anticipated command or general staff duties is required to take ICS/NIMS 100, 200, 300, 400, NIMS 700, 800 and a PFA ICS Orientation.
- d. Service Provider will provide an appropriately trained administrative representative to the NLCERA Authority Having Jurisdiction (AHJ) whenever requested. (i.e. planning, large scale or complex event response)

### **14.0 Destination Policies**

Service Provider will follow all state and local, destination policies and protocols, including all state and regional rules and regulations regarding transport criteria to appropriate facilities and patient requests.

- a. Service Provider will utilize appropriate transport options (i.e. helicopter) for critical patients, as necessary, even if such transport is not part of Service Provider's service.

### **15.0 Command and Control**

At emergency response scenes where the Service Provider is present, the AHJ has the responsibility for overall scene safety and management.

- a. Service Provider is included in standard operating procedures within the incident command system and has command responsibilities prior to the arrival of the AHJ.
- b. Once the AHJ arrives on scene, the command responsibility is transferred to the ranking officer of the AHJ.
  1. Whenever there is a question as to medical treatment of a patient, the final decision shall be made by the highest-level medical provider on scene. In the event the disagreement is between providers with equal EMS certification or licensure, on-line medical control should be contacted.

## **16.0 Return of NLCERA Personnel**

The Service Provider shall be responsible for, and shall see as a priority, the return of any NLCERA agency personnel that accompany the patient(s) and Service Provider to any hospitals.

- a. The Service Provider shall return the NLCERA agency personnel to their assigned duty station. If the Service Provider cannot return NLCERA agency personnel, the Service Provider shall provide an alternate means of transportation back to quarters for the NLCERA agency employee.
- b. While returning any NLCERA agency personnel to their assigned duty station, the Service Provider may not respond to any calls for service unless they are responding with the original NLCERA agency crew to which the NLCERA agency personnel is assigned, or they are the closest available unit.

## **17.0 Proprietary Calls**

Any patient, or other person requesting or requiring ambulance transportation in a non-emergent situation, may request another ambulance service. All emergent situations must go through the PSAP's 911 system and will be handled by the appropriate NLCERA agency and the Service Provider.

## **18.0 Public Safety Stand-by**

Upon request by any NLCERA agency, the Service Provider shall furnish EMS stand-by coverage at emergency incidents involving a potential danger to NLCERA agencies at no charge for the first 24 hours of the event.

- a. When requested, Service Provider agrees to provide additional EMS personnel/Ambulance(s) for high-risk training as defined by the Project Manager.

## **20.0 Community Education and Risk Reduction**

Service Provider will work with PFA and NLCERA agencies to develop and implement community education and risk reduction programs and coordinate these programs with other organizations.

- a. Programs will seek to partner with other organizations including but not limited to:
  1. Healthcare coalition in Larimer County
  2. NCRETAC
  3. Colorado Impact
  4. Larimer Safe Kids Coalition
  5. Larimer County Health Department
  6. Alliance for Community Traffic Safety in Colorado
  7. PFA Safe Communities Program
  8. Larimer County Sheriff's Department
  9. Local first responders, including local Law and Fire Agencies
- b. Examples of programs may include, but not be limited to:
  1. School education addressing access to 911, helmet safety, EMS careers, DUI awareness.
  2. CPR Training
  3. Stop the Bleed Training
  4. Adult education including child safety seats and fall prevention
  5. Safety Fairs
  6. Injury Prevention
  7. Safety Messaging

## **21.0 Disaster Preparedness and Response**

The Service Provider shall be actively involved in planning for and responding to any declared disaster in the NLCERA, including planning for provision of services to vulnerable populations.

- a. In the event a disaster within the NLCERA is declared, normal operations shall be suspended, and Service Provider shall respond in accordance with the applicable disaster plan.
- b. Service Provider shall use best efforts to maintain primary emergency services and have an approved recovery and response plan in place to assure 911 response services are maintained within 24 hours.

## **22.0 Data Programs/Collection Systems/Information Reporting/Audit**

The long-term success of any EMS system is predicated upon the ability to measure, analyze, and report operational, clinical and administrative data.

- a. Response Time reports and records will be generated utilizing Computer Aided Dispatch Data as the standard.
- b. Other reports and records will be generated utilizing agreed upon platforms.
- c. The Service Provider shall be responsible for data input and reporting in a manner which facilitates review by the PFA and any other entity authorized by law or contract to review data and reporting.
- d. The data collected is used by Service Provider, PFA and NLCERA agencies to make fact-based decisions regarding response times, medical equipment, medications and supplies, training needs and clinical performance.
- e. Should Service Provider be required by state or federal regulation to change software, Service Provider will provide written notification to the Project Manager with a plan to address required data per contract terms.
- f. All systems and reports must comply with PFA, state, and federal data collection and reporting requirements.
- g. All reports shall be electronically maintained and shall be a comma delimited ASCII, text in quotes, format unless agreed to otherwise by the Project Manager.
- h. Service Provider will agree to utilize agreed upon platforms for the statistical evaluation of system performance.
- i. Software approved by PFA will be utilized to produce required reports. Additional programming to this software needed to monitor and validate activities will be paid for by Service Provider.
- j. As reasonably requested by PFA and subject to Section 20 of the Agreement, Service Provider agrees to promptly respond to data requests.
  1. Document Review - PFA shall have the right to access upon fifteen (15) business days' notice and solely to the extent such review reasonably relates to the services provided hereunder.
  2. Response Time Audit Trail - Service Provider must interface with the Fort Collins 911 Computer Aided Dispatch (CAD) system that assures a complete audit trail for all response times and assures the PFA access to the response time data at any time to assure compliance.

3. Data tracking software, as defined by PFA, will be utilized to facilitate required data analysis. This data will be available to Participating Providers upon request.
- k. In situations or areas where interfacing with the Fort Collins 911 CAD system is unavailable the Service Provider is responsible for ensuring accurate times are provided to the Project Manager within 72 hours of incident.

### **22.1 Patient Care Report**

A patient care report (PCR) is required to be completed, for all patients for whom care is rendered, regardless of whether the patient is transported.

- a. In order to facilitate system and quality improvement efforts, similar types of patient care reports shall be utilized by the Service Provider and the PFA.
- b. The Service Provider will develop and implement an electronic PCR reporting system.
- c. Costs associated with the development and implementation of the reporting system shall be the Service Provider's responsibility.
- d. Subject to Section 20 of the Agreement, Service Provider shall provide appropriate access to Service Provider's PCR system to PFA QA/QI Team.

### **22.2 Quarterly Compliance Report**

The Service Provider shall electronically submit to the Project Manager compliance reports for each quarter. Reports must be received no later than 5:00 p.m., fifteen (15) business days after the final day of the quarter.

- a. The quarterly compliance report (Q1 = January – March, Q2 = April – June, Q3 = July – September, Q4 = October – December) shall include, but not be limited to:
  1. The calculation to determine quarterly Response Time compliance for non-emergent and emergent responses as described in Section 7.11 in each zone
    - i. Quarterly failure to meet 90% compliance to “Standard” time in any zone(s) requires submission of Remediation Equivalency (R-E) as described in Section 25.0
  2. The calculation to determine Monthly EMS Training – Instruction compliance as described in Section 9.2
    - i. Quarterly failure to meet “Standard” compliance requires submission of Remediation Equivalency (R-E) as described in Section 25.0
  3. Updates on all RE initiatives as applicable.

### **22.3 Annual Report**

The Annual Report shall be due within 30 days after the close of the calendar year. The annual report shall include mutually agreed upon information between Service Provider and PFA.

### **23.0 Customer Service**

The Service Provider will provide monthly patient satisfaction scores to the PFA.

- a. Service Provider shall provide written notification to the Project Manager of all customer complaints regarding the PFA or any other NLCERA agency within twenty-four (24) hours.

## 24.0 Patient Fees (Rates)

- a. Patient Fees will be available to the public in a transparent and accessible form.
- b. Service Provider shall provide the Project Manager with the Patient Fees (Rates) schedule.
- c. Service Provider shall provide the Project Manager written notice of any changes to the Patient Fees (Rates) at least 30 days in advance of the effective date of such rates.
- d. Service Provider will provide a telephone number on all invoices which a customer may call to make inquiries about the services billed on the invoice.
- e. Service Provider shall be responsible for all billing and collections for such charges.

## 25.0 Remediation Equivalence

“Remediation-Equivalence” (R-E) is the process of allowing an equivalency to be applied in lieu of liquidated damages being assessed to address failure to meet specified “Standard” quarterly compliance requirements.

- a. An equivalency shall be applied by the Service Provider in lieu of liquidated damages being assessed under any of the following conditions:
  1. Service Provider is not compliant with Section 7.11 during the time period of the applicable R-E AND/OR;
  2. Service Provider is not compliant with Section 9.2 during the time period of the applicable R-E AND/OR;
  3. An R-E plan pertaining to the last quarter of NLCERA data must be submitted to PFA Project Manager prior to the third Tuesday of the next month and must include:
    - i. Clearly defined compliance deficits by Section and/or NLCERA zone(s);
    - ii. Metrics used to address deficits and solutions as identified in subparagraph a.1- a.3 above
    - iii. Plan of system improvements to be implemented.
    - iv. Evaluation of effectiveness – Tools and methods to establish successful improvements or desired changes as a result of the implementation.
    - v. Reassessment of plan and reporting parameters.
- b. The Project Manager will use current R-E evaluation tool to score the proposed R-E and to work with Service Provider for development of R-E proposal revisions prior to approval. Exhibit E – R-E Evaluation Tool

## 26.0 Performance Security

- a. Continuous Service Delivery. Service Provider agrees that, in the event of default by the Service Provider that results in PFA’s termination of the Agreement, Service Provider will make best efforts in good faith to cooperate with the PFA to ensure continuous delivery of services that conform to the requirements of this Agreement and a seamless transition of such services to another EMS vendor, regardless of the underlying cause of the default, for a reasonable period not to exceed six (6) months following termination of the Agreement.
- b. Performance Security – Irrevocable Letter of Credit. Service Provider will provide performance security by providing the PFA with an automatically renewable irrevocable letter of credit in a form and substance satisfactory to the PFA. The letter of credit will identify the PFA as the sole payee with full authority to demand immediate payment in the case of Service Provider’s default. The amount of the letter of credit will be One Million Five Hundred Thousand Dollars (\$1,500,000.00) issued by a federally insured (FDIC) banking institution in Colorado with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poors, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The letter of credit will expressly provide for the restriction of rights of both Service Provider and the banking institution to object and/or refuse to honor a demand for payment by the PFA. The PFA’s Chief or the Chief’s

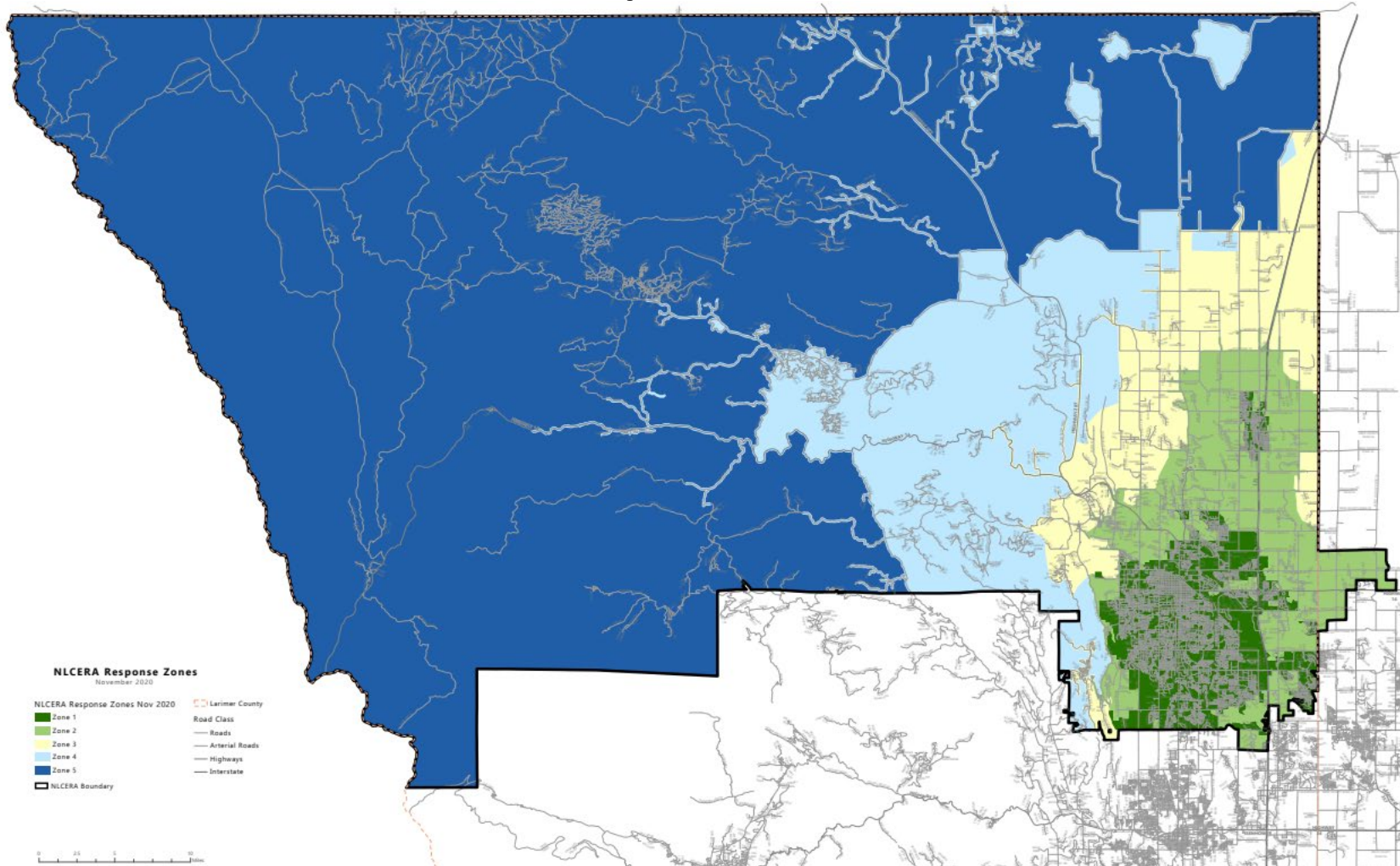
designee will have sole discretion to determine the acceptability of the banking institution. In the event the performance security is used for defaults such that the total available under the letter of credit is reduced to One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000.00), Service Provider will immediately replenish the performance security to One Million, Five Hundred Thousand Dollars (\$1,500,000.00). Service Provider shall ensure that written evidence of the letter of credit provided to the PFA is updated at least annually.

- c. Notice of Change. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days' prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the Poudre Fire Authority in Fort Collins, Colorado by the financial institution. Such notice shall be given by certified mail to the PFA Chief."
- d. Rights Reserved. The rights reserved to the PFA with respect to the irrevocable letter of credit are in addition to all other rights of the PFA, whether reserved by this Agreement or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit or shall affect any other right the PFA has or may have.

### ATTACHMENT 1 – NLCERA MAP

Please also see <https://gisportal.fcgov.com/arcgis/apps/webappviewer/index.html?id=5bb947c19ea547e9bd3f24d601f946d5>

for NLCERA Map details.



## Exhibit E

## NLCERA Remediation-Equivalency Evaluation Tool

<b>12 = Preferred</b> <b>9 – 11 = Acceptable</b> <b>≤ 8 = Unacceptable</b>	<b>0 - 1 UNSATISFACTORY</b>	<b>2 - MARGINAL</b>	<b>3 - ACCEPTABLE</b>	<b>4 - PREFERRED</b>
<b>Contractor is not compliant with requirements during the time period of the applicable R-E being requested.</b>	No reference to compliance status regarding Section(s) 7-10.	Incomplete references to compliance status regarding Section(s) 7-10.	Defined compliance status regarding Section(s) 7-10.	Detailed and referenced compliance status regarding Section(s) 7-10.
<b>NLCERA system improvements identified and implementation plan detailed within specified time frames by the Contractor.</b>	No reference regarding where NLCERA system improvements can be identified and implemented within specified time frames by the Contractor.	Incomplete references regarding where NLCERA system improvements can be identified and implemented within specified time frames by the Contractor.	Defined references regarding where NLCERA system improvements can be identified and implemented within specified time frames by the Contractor.	Detailed and referenced regarding where NLCERA system improvements can be identified and implemented within specified time frames by the Contractor.
<b>R-E plan for improvement is submitted to PFA with <u>all components</u> per Ex. A, Section 25.0</b>	Submitted plan for improvement	Submitted Plan shows limited correlation to exception zones	R-E plan identifies correlation between exceptions and planned improvements.	R-E Plan is detailed and identifies direct correlations to individual zone exceptions and planned improvements





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/30/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Beecher Carlson Insurance Services 1500 Broadway, 21st Floor New York, NY 10036	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Self Insured Retention</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: COPIC Insurance Company</td> <td>11860</td> </tr> <tr> <td>INSURER E: Endurance American Specialty Ins Co</td> <td>41718</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Self Insured Retention		INSURER B: Travelers Property Casualty Co of Amer	25674	INSURER C: Travelers Indemnity Company	25658	INSURER D: COPIC Insurance Company	11860	INSURER E: Endurance American Specialty Ins Co	41718	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Self Insured Retention															
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INSURER D: COPIC Insurance Company	11860														
INSURER E: Endurance American Specialty Ins Co	41718														
INSURER F:															
<b>INSURED</b> Poudre Valley Hospital, Inc. 1024 S. Lemay Ave. Fort Collins CO 80524															

**COVERAGES** **CERTIFICATE NUMBER: 64322479** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Self Insured Retention	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-9F337354-TIL-21 TJ-BAP-9F337366-TIL-21	10/1/2021 10/1/2021	10/1/2022 10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE			UCC0014923 HLC10014642502	7/1/2021 7/1/2021	7/1/2022 7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Ea Occ/Aggregate \$ \$10M xs \$10M
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9K398980-21-51-K \$500K Deductible	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			Self Insured Retention	7/1/2021	7/1/2022	Each Occ: \$1,000,000 Agg: \$6,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Poudre Fire Authority and the City of Fort Collins, its officers and employees are listed as additional insured with respect to GL and Auto liability.

**CERTIFICATE HOLDER**

**CANCELLATION**

Poudre Fire Authority Purchasing Department PO BOX 580 Fort Collins CO 80522	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Beecher Carlson Insurance Services, LLC</i> Beecher Carlson Insurance Services, LLC
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Beecher Carlson Insurance Services 1500 Broadway, 21st Floor New York, NY 10036	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____  <table style="width: 100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A : Beazley Insurance Company, Inc.</td> <td style="text-align: center;">37540</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Beazley Insurance Company, Inc.	37540	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A : Beazley Insurance Company, Inc.	37540														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Poudre Valley Hospital, Inc. 1024 S. Lemay Ave. Fort Collins CO 80524															

**COVERAGES** **CERTIFICATE NUMBER:** 64340544 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table style="width: 100%;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Cyber Liability			W30706210101	10/1/2021	10/1/2022	Limit \$10,000,000 Retention \$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Poudre Fire Authority Purchasing Department PO BOX 580 Fort Collins CO 80522	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Beecher Carlson Insurance Services, LLC</i>  Beecher Carlson Insurance Services, LLC
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**Wellington Fire Protection District**  
**Balance Sheet Prev Year Comparison**  
As of January 31, 2024

	Jan 31, 24	Jan 31, 23	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
<b>CASH-IMPACT FEES</b>			
107.610 · Colostrust - Impact Fees	104,961.76	0.00	104,961.76
107.400 · Town Impact Fees-PW-3768	0.00	18,891.94	-18,891.94
107.500 · County Impact Fees-PW-3818	0.00	22,022.37	-22,022.37
107.600 · FNBO Town Impact Fees - 9432	129,739.00	200,000.00	-70,261.00
<b>Total CASH-IMPACT FEES</b>	<u>234,700.76</u>	<u>240,914.31</u>	<u>-6,213.55</u>
<b>CASH - GENERAL FUND</b>			
107.350 · Colostrust Plus	197,316.00	0.00	197,316.00
107.355 · Colostrust Prime	453,522.44	0.00	453,522.44
107.000 · Operating - Points West - 5485	130,531.46	-9,719.36	140,250.82
107.200 · Money Market - Points West 3800	0.00	69.93	-69.93
<b>Total CASH - GENERAL FUND</b>	<u>781,369.90</u>	<u>-9,649.43</u>	<u>791,019.33</u>
<b>Total Checking/Savings</b>	<u>1,016,070.66</u>	<u>231,264.88</u>	<u>784,805.78</u>
<b>Other Current Assets</b>			
Impact Fees Due from Gen Fund	1,501.36	0.00	1,501.36
<b>OTHER CURRENT ASSETS</b>			
110.000 · Cash with County Treasurer	57,876.94	0.00	57,876.94
120.000 · Property Tax Receivable	3,792,437.14	3,048,275.40	744,161.74
<b>Total OTHER CURRENT ASSETS</b>	<u>3,850,314.08</u>	<u>3,048,275.40</u>	<u>802,038.68</u>
1-140.0 · Prepaid Expense	15,202.75	-42,790.95	57,993.70
<b>Total Other Current Assets</b>	<u>3,867,018.19</u>	<u>3,005,484.45</u>	<u>861,533.74</u>
<b>Total Current Assets</b>	<u>4,883,088.85</u>	<u>3,236,749.33</u>	<u>1,646,339.52</u>
<b>TOTAL ASSETS</b>	<u><b>4,883,088.85</b></u>	<u><b>3,236,749.33</b></u>	<u><b>1,646,339.52</b></u>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
2000 · ACCOUNTS PAYABLE	5,989.57	17,285.01	-11,295.44
<b>Total Accounts Payable</b>	<u>5,989.57</u>	<u>17,285.01</u>	<u>-11,295.44</u>
<b>Credit Cards</b>			
2201 · Vectra Bank Colorado	7,999.51	1,545.22	6,454.29
<b>Total Credit Cards</b>	<u>7,999.51</u>	<u>1,545.22</u>	<u>6,454.29</u>
<b>Other Current Liabilities</b>			
Due to Impact Fee Fund	1,501.36	0.00	1,501.36
<b>Payroll Liabilities</b>			
2100 · Payroll Liabilities	0.00	7,422.87	-7,422.87
2105 · 457 Plan Payable	0.00	1,289.00	-1,289.00

**Wellington Fire Protection District**  
**Balance Sheet Prev Year Comparison**  
**As of January 31, 2024**

	Jan 31, 24	Jan 31, 23	\$ Change
2106 · Employee Insurance	0.00	-21,077.39	21,077.39
2110 · Colorado Withholding	0.00	73.38	-73.38
2120 · Colorado Unemployment	0.00	2,463.79	-2,463.79
2130 · FPPA Employer Share	0.00	5,617.00	-5,617.00
2140 · FPPA Payable	37,957.11	-0.10	37,957.21
2150 · FPPA Death & Disability	0.00	856.00	-856.00
2160 · Health And Dental (Pre-Tax)	0.00	-33,542.67	33,542.67
2170 · Accrued vacation	59,246.99	59,246.99	0.00
Payroll Liabilities - Other	0.00	1,593.89	-1,593.89
<b>Total Payroll Liabilities</b>	<b>97,204.10</b>	<b>23,942.76</b>	<b>73,261.34</b>
2023 · SH of Colorado - Hwy 1	0.00	69,500.00	-69,500.00
220.100 · Deferred Property Tax Revenue	3,792,486.00	3,048,274.76	744,211.24
230.000 · Due to Membership	-17.95	0.00	-17.95
<b>Total Other Current Liabilities</b>	<b>3,891,173.51</b>	<b>3,141,717.52</b>	<b>749,455.99</b>
<b>Total Current Liabilities</b>	<b>3,905,162.59</b>	<b>3,160,547.75</b>	<b>744,614.84</b>
<b>Long Term Liabilities</b>			
8.24700 · Loan Payable			
2350 · Bunker Gear Loan	0.00	21,442.54	-21,442.54
2360 · Station Alerting System Loan	0.00	22,612.37	-22,612.37
2370 · Fire Truck Refurb	0.00	35,468.27	-35,468.27
<b>Total 8.24700 · Loan Payable</b>	<b>0.00</b>	<b>79,523.18</b>	<b>-79,523.18</b>
<b>Total Long Term Liabilities</b>	<b>0.00</b>	<b>79,523.18</b>	<b>-79,523.18</b>
<b>Total Liabilities</b>	<b>3,905,162.59</b>	<b>3,240,070.93</b>	<b>665,091.66</b>
<b>Equity</b>			
<b>EQUITY</b>			
300.050 · Pension equity	-170,838.00	-170,838.00	0.00
300.100 · Net Position - Capital Assets	-3,152,377.00	-3,152,377.00	0.00
300.150 · Outstanding debt	725,104.02	725,104.02	0.00
300.200 · Restricted Impact Fees	187,785.99	187,785.99	0.00
399.999 · R.E. SUMMARY	6,303,384.72	6,303,384.72	0.00
<b>Total EQUITY</b>	<b>3,893,059.73</b>	<b>3,893,059.73</b>	<b>0.00</b>
1.399.9 · RETAINED EARNINGS	-2,786,996.35	-3,753,974.01	966,977.66
Net Income	-128,137.12	-142,407.32	14,270.20
<b>Total Equity</b>	<b>977,926.26</b>	<b>-3,321.60</b>	<b>981,247.86</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,883,088.85</b>	<b>3,236,749.33</b>	<b>1,646,339.52</b>

# Wellington Fire Protection District

## Monthly Disbursements

### As of January 31, 2024

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
<b>CASH-IMPACT FEES</b>									231,889.34
<b>107.610 · Colotrust - Impact Fees</b>									0.00
Transfer	01/31/2024			Funds Tran...		107.000 · O...	77,917.73		77,917.73
Transfer	01/31/2024			Funds Tran...		107.000 · O...	27,044.03		104,961.76
Total 107.610 · Colotrust - Impact Fees							104,961.76	0.00	104,961.76
<b>107.400 · Town Impact Fees-PW-3768</b>									75,597.60
Deposit	01/17/2024			Interest	X	4020 · EAR...	57.77		75,655.37
Deposit	01/18/2024			Deposit		Impact Fees...	2,262.36		77,917.73
Transfer	01/31/2024			Funds Tran...		107.000 · O...		77,917.73	0.00
Total 107.400 · Town Impact Fees-PW-3768							2,320.13	77,917.73	0.00
<b>107.500 · County Impact Fees-PW-3818</b>									26,552.74
Deposit	01/12/2024			Interest	X	4020 · EAR...	11.01		26,563.75
Transfer	01/12/2024			Funds Tran...		107.000 · O...		27,044.03	-480.28
Deposit	01/12/2024			Deposit		4015 · IMPA...	480.28		0.00
Total 107.500 · County Impact Fees-PW-3818							491.29	27,044.03	0.00
<b>107.600 · FNBO Town Impact Fees - 9432</b>									129,739.00
Total 107.600 · FNBO Town Impact Fees - 9432									129,739.00
Total CASH-IMPACT FEES							107,773.18	104,961.76	234,700.76
<b>CASH - GENERAL FUND</b>									996,357.84
<b>107.350 · Colotrust Plus</b>									380,046.68
Transfer	01/18/2024			Funds Tran...	X	107.000 · O...		200,000.00	180,046.68
Deposit	01/31/2024			Deposit	X	110.000 · C...	15,757.73		195,804.41
Deposit	01/31/2024			Interest	X	4020 · EAR...	1,511.59		197,316.00
Total 107.350 · Colotrust Plus							17,269.32	200,000.00	197,316.00
<b>107.355 · Colotrust Prime</b>									501,314.02
Transfer	01/31/2024			Funds Tran...	X	107.000 · O...		50,000.00	451,314.02
Deposit	01/31/2024			Interest	X	4020 · EAR...	2,208.42		453,522.44
Total 107.355 · Colotrust Prime							2,208.42	50,000.00	453,522.44
<b>107.000 · Operating - Points West - 5485</b>									71,635.97
Check	01/01/2024	ACH ...	Republic Services		X	6010 · Utilities		231.46	71,404.51
Check	01/02/2024	ACH ...	Fire And Police ...		X	2140 · FFP...		4,138.75	67,265.76
Check	01/03/2024	ACH ...	Poudre Valley R...		X	6010 · Utilities		346.06	66,919.70
Check	01/03/2024	ACH ...	Northern Colora...		X	-SPLIT-		78.00	66,841.70
Check	01/03/2024	ACH	Pinnacol Assura...		X	5120 · Work...		6,409.45	60,432.25
Check	01/03/2024	ACH ...	Vectra Bank		X	2201 · Vectr...		2,084.12	58,348.13
Bill Pmt -Check	01/05/2024	7041	Rocky Mountain ...		X	2000 · ACC...		211.75	58,136.38
Bill Pmt -Check	01/05/2024	7042	Green & Associa...		X	2000 · ACC...		2,425.00	55,711.38
Bill Pmt -Check	01/05/2024	7043	Lyons Gaddis		X	2000 · ACC...		989.00	54,722.38
Bill Pmt -Check	01/05/2024	7044	AFLAC		X	2000 · ACC...		283.88	54,438.50
Bill Pmt -Check	01/05/2024	7045	Colorado Divisio...			2000 · ACC...		140.00	54,298.50
Bill Pmt -Check	01/05/2024	7046	Standard Insura...		X	2000 · ACC...		821.67	53,476.83
Bill Pmt -Check	01/05/2024	7047	Craig Fire and S...			2000 · ACC...		1,538.40	51,938.43
Bill Pmt -Check	01/05/2024	ACH	Centurylink / Lu...		X	2000 · ACC...		175.89	51,762.54

## Wellington Fire Protection District Monthly Disbursements As of January 31, 2024

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
Bill Pmt -Check	01/05/2024	7049	Bomgaars		X	2000 · ACC...		143.11	51,619.43
Bill Pmt -Check	01/05/2024	7050	First Responder ...		X	2000 · ACC...		1,500.00	50,119.43
Bill Pmt -Check	01/05/2024	7051	ICC-		X	2000 · ACC...		1,023.00	49,096.43
Bill Pmt -Check	01/05/2024	ACH	Senergy Petrole...		X	2000 · ACC...		1,310.92	47,785.51
Transfer	01/12/2024			Funds Tran...	X	107.500 · C...	27,044.03		74,829.54
General Journal	01/12/2024	2022...		1.12.2024 ...	X	5010 · Salar...		42,226.70	32,602.84
General Journal	01/12/2024	2022...		1.12.2024 ...	X	5010 · Salar...		7,895.57	24,707.27
General Journal	01/12/2024	2022...		1.12.2024 ...	X	5010 · Salar...		707.22	24,000.05
General Journal	01/12/2024	2022...		1.12.2024 ...	X	5010 · Salar...		55.62	23,944.43
Check	01/15/2024	ACH ...	Rocky Mountain ...		X	5220 · Empl...		211.75	23,732.68
Transfer	01/18/2024			Funds Tran...	X	107.200 · M...	115.49		23,848.17
Check	01/18/2024	1	Wellington Fire ...		X	Due to Impa...		2,262.36	21,585.81
Transfer	01/18/2024			Funds Tran...	X	107.350 · C...	200,000.00		221,585.81
Bill Pmt -Check	01/19/2024	7053	Colorado Divisio...			2000 · ACC...		150.00	221,435.81
Bill Pmt -Check	01/19/2024	7054	Green & Associa...		X	2000 · ACC...		2,700.00	218,735.81
Bill Pmt -Check	01/19/2024	7055	O'Reilly Auto			2000 · ACC...		677.46	218,058.35
Bill Pmt -Check	01/19/2024	7056	Vertical Bridge T...		X	2000 · ACC...		567.65	217,490.70
Check	01/19/2024	ACH ...	UMB Bank - HS...		X	5220 · Empl...		7,834.23	209,656.47
Check	01/19/2024	ACH ...	Anthem Blue Cr...		X	5220 · Empl...		14,516.25	195,140.22
Check	01/19/2024	ACH ...	Northern Colora...		X	6010 · Utilities		40.17	195,100.05
Check	01/19/2024	ACH	UMB Bank - HS...		X	5220 · Empl...		1,740.74	193,359.31
Bill Pmt -Check	01/19/2024	ACH	Xcel Energy		X	2000 · ACC...		1,988.99	191,370.32
Check	01/19/2024	ACH	Paylocity		X	7060 · Payr...		688.34	190,681.98
Bill Pmt -Check	01/24/2024	ACH ...	Black Hills Energy		X	2000 · ACC...		1,978.49	188,703.49
Bill Pmt -Check	01/24/2024	7057	National Fire Ser...		X	2000 · ACC...		1,043.00	187,660.49
Deposit	01/26/2024			Deposit	X	4018 · DON...	100.00		187,760.49
General Journal	01/26/2024	2022...		1.26.2024 ...	X	5010 · Salar...		47,566.25	140,194.24
General Journal	01/26/2024	2022...		1.26.2024 ...	X	5010 · Salar...		10,227.43	129,966.81
Check	01/26/2024	ACH-1	Town of Wellingt...		X	6010 · Utilities		305.31	129,661.50
Bill Pmt -Check	01/29/2024	7058	Colorado Divisio...			2000 · ACC...		395.00	129,266.50
Bill Pmt -Check	01/29/2024	7059	Wellington Profe...	Dues for ch...		2000 · ACC...		1,890.07	127,376.43
Transfer	01/31/2024			Funds Tran...	X	107.400 · T...	77,917.73		205,294.16
Transfer	01/31/2024			Funds Tran...	X	107.355 · C...	50,000.00		255,294.16
Transfer	01/31/2024			Funds Tran...		107.610 · C...		77,917.73	177,376.43
Transfer	01/31/2024			Funds Tran...		107.610 · C...		27,044.03	150,332.40
Total 107.000 · Operating - Points West - 5485							355,177.25	276,480.82	150,332.40
<b>107.200 · Money Market - Points West 3800</b>									123.46
Check	01/12/2024			Service Ch...	X	600.236 · B...		8.00	115.46
Deposit	01/12/2024			Interest	X	4020 · EAR...	0.03		115.49
Transfer	01/18/2024			Funds Tran...		107.000 · O...		115.49	0.00
Total 107.200 · Money Market - Points West 3800							0.03	123.49	0.00
<b>108.000 · Operating - 1st National Bank</b>									43,237.71
Total 108.000 · Operating - 1st National Bank									43,237.71
Total CASH - GENERAL FUND							374,655.02	526,604.31	844,408.55
<b>TOTAL</b>							<b>482,428.20</b>	<b>631,566.07</b>	<b>1,079,109.31</b>

**Wellington Fire Protection District**  
**Profit & Loss Budget Performance**  
 January 2024

	Jan 24	Budget	\$ Over Budget	Jan 24
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4100 · Proceeds from issuance of debt	0.00	20,833.33	-20,833.33	0.00
<b>Tax Levy Revenue</b>				
4010 · PROPERTY TAXES	36,799.99	316,040.50	-279,240.51	36,799.99
4012 · SPECIFIC OWNERSHIP	20,263.72	17,916.66	2,347.06	20,263.72
<b>Total Tax Levy Revenue</b>	57,063.71	333,957.16	-276,893.45	57,063.71
<b>Non Tax Levy Revenue</b>				
4014 · WILDLAND FIREFIGHTING	0.00	5,000.00	-5,000.00	0.00
4015 · IMPACT FEES	1,981.64	0.00	1,981.64	1,981.64
4016 · Permit and other service fees	0.00	2,500.00	-2,500.00	0.00
4017 · MISCELLANEOUS	0.00	416.66	-416.66	0.00
4018 · DONATIONS	100.00	2,083.33	-1,983.33	100.00
1.400.0 · REVENUE				
4020 · EARNINGS ON DEPOSITS	3,788.82	583.33	3,205.49	3,788.82
<b>Total 1.400.0 · REVENUE</b>	3,788.82	583.33	3,205.49	3,788.82
<b>Total Non Tax Levy Revenue</b>	5,870.46	10,583.32	-4,712.86	5,870.46
<b>Total Income</b>	62,934.17	365,373.81	-302,439.64	62,934.17
<b>Gross Profit</b>	62,934.17	365,373.81	-302,439.64	62,934.17
<b>Expense</b>				
9014 · Principal paid on debt	0.00	28,858.25	-28,858.25	0.00
6336 · Contingency	0.00	6,666.66	-6,666.66	0.00
7942 · Capital Outlay -	0.00	3,333.33	-3,333.33	0.00
<b>Personnel Costs</b>				
5010 · Salaries and Wages	114,859.60	146,663.16	-31,803.56	114,859.60
5030 · Overtime	6,881.51	13,250.00	-6,368.49	6,881.51
5020 · Wildland Salaries	0.00	3,750.00	-3,750.00	0.00
5025 · District Board Compensation	900.00	750.00	150.00	900.00
5110 · Employer Taxes	4,473.30	4,819.91	-346.61	4,473.30
5120 · Workers Compensation	6,409.45	6,166.66	242.79	6,409.45
5220 · Employee Benefits	23,857.06	13,028.33	10,828.73	23,857.06
5230 · FPPA Expense	12,741.41	21,927.91	-9,186.50	12,741.41
5270 · Employee Appreciation	0.00	220.83	-220.83	0.00
<b>Total Personnel Costs</b>	170,122.33	210,576.80	-40,454.47	170,122.33
<b>Buildings &amp; Land</b>				
6010 · Utilities	1,782.77	4,416.66	-2,633.89	1,782.77

**Wellington Fire Protection District**  
**Profit & Loss Budget Performance**  
**January 2024**

	Jan 24	Budget	\$ Over Budget	Jan 24
<b>6020 · Station Supplies</b>	276.72	416.66	-139.94	276.72
<b>6030 · Building Repairs &amp; Maintenance</b>	17.98	1,666.66	-1,648.68	17.98
<b>Total Buildings &amp; Land</b>	2,077.47	6,499.98	-4,422.51	2,077.47
<b>Vehicles &amp; Equipment</b>				
<b>6110 · Equipment and supplies - Ops</b>	-21.34	7,102.08	-7,123.42	-21.34
<b>6120 · Fuel Expense</b>	1,629.39	2,333.33	-703.94	1,629.39
<b>6140 · Vehicles Repairs &amp; Maintenance</b>	5,328.55	6,666.66	-1,338.11	5,328.55
<b>6150 · EMS &amp; Firefighting Equip Maint</b>	1,538.40	0.00	1,538.40	1,538.40
<b>Total Vehicles &amp; Equipment</b>	8,475.00	16,102.07	-7,627.07	8,475.00
<b>Communication &amp; IT</b>				
<b>6210 · I.T. and Computer software</b>	1,350.54	2,291.66	-941.12	1,350.54
<b>6220 · Radio Maintenance</b>	0.00	208.33	-208.33	0.00
<b>6230 · Dispatch</b>	567.65	1,208.33	-640.68	567.65
<b>Total Communication &amp; IT</b>	1,918.19	3,708.32	-1,790.13	1,918.19
<b>Travel &amp; Training &amp; Oper Supp</b>				
<b>6310 · Health &amp; Safety</b>	57.23	2,375.00	-2,317.77	57.23
<b>6320 · Wildland Travel Expenses</b>	0.00	1,250.00	-1,250.00	0.00
<b>6330 · Training &amp; Seminars</b>	568.90	4,750.00	-4,181.10	568.90
<b>Total Travel &amp; Training &amp; Oper Supp</b>	626.13	8,375.00	-7,748.87	626.13
<b>Managerial Expenses</b>				
<b>7010 · Office Supplies</b>	398.20	166.66	231.54	398.20
<b>7020 · Accounting &amp; Finance</b>	2,500.00	5,000.00	-2,500.00	2,500.00
<b>7025 · Legal Expenses</b>	1,445.00	833.33	611.67	1,445.00
<b>7030 · Professional Fees</b>	1,043.00	8,710.41	-7,667.41	1,043.00
<b>7050 · Dues and Subscriptions</b>	1,032.64	791.66	240.98	1,032.64
<b>7060 · Payroll Processing Fees</b>	688.34	708.33	-19.99	688.34
<b>7070 · County Treasurer Fees</b>	736.99	6,194.83	-5,457.84	736.99
<b>7080 · Bank Service Charges</b>	8.00	25.00	-17.00	8.00
<b>7100 · Insurance Expenses</b>	0.00	3,691.66	-3,691.66	0.00
<b>7110 · District Board Expenses</b>	0.00	416.66	-416.66	0.00
<b>Total Managerial Expenses</b>	7,852.17	26,538.54	-18,686.37	7,852.17
<b>Fire Prevention</b>				



**Wellington Fire Protection District**  
**Profit & Loss Budget Performance**  
 January 2024

	Jan 24	Budget	\$ Over Budget	Jan 24
6401 · Public Education	0.00	83.33	-83.33	0.00
6402 · Supplies-Enforcement	0.00	250.00	-250.00	0.00
<b>Total Fire Prevention</b>	<b>0.00</b>	<b>333.33</b>	<b>-333.33</b>	<b>0.00</b>
<b>Contingencies</b>				
8003 · Volunteer Pension Contribution	0.00	8,823.00	-8,823.00	0.00
<b>Total Contingencies</b>	<b>0.00</b>	<b>8,823.00</b>	<b>-8,823.00</b>	<b>0.00</b>
<b>Total Expense</b>	<b>191,071.29</b>	<b>319,815.28</b>	<b>-128,743.99</b>	<b>191,071.29</b>
<b>Net Ordinary Income</b>	<b>-128,137.12</b>	<b>45,558.53</b>	<b>-173,695.65</b>	<b>-128,137.12</b>
<b>Net Income</b>	<b>-128,137.12</b>	<b>45,558.53</b>	<b>-173,695.65</b>	<b>-128,137.12</b>

**Wellington Fire Protection District**  
**Profit & Loss Budget Performance**  
**January 2024**

	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4100 · Proceeds from issuance of debt	20,833.33	-20,833.33	250,000.00
<b>Tax Levy Revenue</b>			
4010 · PROPERTY TAXES	316,040.50	-279,240.51	3,792,486.00
4012 · SPECIFIC OWNERSHIP	17,916.66	2,347.06	215,000.00
<b>Total Tax Levy Revenue</b>	333,957.16	-276,893.45	4,007,486.00
<b>Non Tax Levy Revenue</b>			
4014 · WILDLAND FIREFIGHTING	5,000.00	-5,000.00	60,000.00
4015 · IMPACT FEES	0.00	1,981.64	0.00
4016 · Permit and other service fees	2,500.00	-2,500.00	30,000.00
4017 · MISCELLANEOUS	416.66	-416.66	5,000.00
4018 · DONATIONS	2,083.33	-1,983.33	25,000.00
1.400.0 · REVENUE			
4020 · EARNINGS ON DEPOSITS	583.33	3,205.49	6,700.00
<b>Total 1.400.0 · REVENUE</b>	583.33	3,205.49	6,700.00
<b>Total Non Tax Levy Revenue</b>	10,583.32	-4,712.86	126,700.00
<b>Total Income</b>	365,373.81	-302,439.64	4,384,186.00
<b>Gross Profit</b>	365,373.81	-302,439.64	4,384,186.00
<b>Expense</b>			
9014 · Principal paid on debt	28,858.25	-28,858.25	346,299.00
6336 · Contingency	6,666.66	-6,666.66	80,000.00
7942 · Capital Outlay -	3,333.33	-3,333.33	40,000.00
<b>Personnel Costs</b>			
5010 · Salaries and Wages	146,663.16	-31,803.56	1,759,958.00
5030 · Overtime	13,250.00	-6,368.49	159,000.00
5020 · Wildland Salaries	3,750.00	-3,750.00	45,000.00
5025 · District Board Compensation	750.00	150.00	9,000.00
5110 · Employer Taxes	4,819.91	-346.61	57,839.00
5120 · Workers Compensation	6,166.66	242.79	74,000.00
5220 · Employee Benefits	13,028.33	10,828.73	156,340.00
5230 · FPPA Expense	21,927.91	-9,186.50	263,135.00
5270 · Employee Appreciation	220.83	-220.83	2,650.00
<b>Total Personnel Costs</b>	210,576.80	-40,454.47	2,526,922.00
<b>Buildings &amp; Land</b>			
6010 · Utilities	4,416.66	-2,633.89	53,000.00

**Wellington Fire Protection District**  
**Profit & Loss Budget Performance**  
**January 2024**

	YTD Budget	\$ Over Budget	Annual Budget
6020 · Station Supplies	416.66	-139.94	5,000.00
6030 · Building Repairs & Maintenance	1,666.66	-1,648.68	20,000.00
<b>Total Buildings &amp; Land</b>	<b>6,499.98</b>	<b>-4,422.51</b>	<b>78,000.00</b>
<b>Vehicles &amp; Equipment</b>			
6110 · Equipment and supplies - Ops	7,102.08	-7,123.42	85,225.00
6120 · Fuel Expense	2,333.33	-703.94	28,000.00
6140 · Vehicles Repairs & Maintenance	6,666.66	-1,338.11	80,000.00
6150 · EMS & Firefighting Equip Maint	0.00	1,538.40	1,897.93
<b>Total Vehicles &amp; Equipment</b>	<b>16,102.07</b>	<b>-7,627.07</b>	<b>195,122.93</b>
<b>Communication &amp; IT</b>			
6210 · I.T. and Computer software	2,291.66	-941.12	27,500.00
6220 · Radio Maintenance	208.33	-208.33	2,500.00
6230 · Dispatch	1,208.33	-640.68	14,500.00
<b>Total Communication &amp; IT</b>	<b>3,708.32</b>	<b>-1,790.13</b>	<b>44,500.00</b>
<b>Travel &amp; Training &amp; Oper Supp</b>			
6310 · Health & Safety	2,375.00	-2,317.77	28,500.00
6320 · Wildland Travel Expenses	1,250.00	-1,250.00	15,000.00
6330 · Training & Seminars	4,750.00	-4,181.10	57,000.00
<b>Total Travel &amp; Training &amp; Oper Supp</b>	<b>8,375.00</b>	<b>-7,748.87</b>	<b>100,500.00</b>
<b>Managerial Expenses</b>			
7010 · Office Supplies	166.66	231.54	2,000.00
7020 · Accounting & Finance	5,000.00	-2,500.00	60,000.00
7025 · Legal Expenses	833.33	611.67	10,000.00
7030 · Professional Fees	8,710.41	-7,667.41	104,525.00
7050 · Dues and Subscriptions	791.66	240.98	9,500.00
7060 · Payroll Processing Fees	708.33	-19.99	8,500.00
7070 · County Treasurer Fees	6,194.83	-5,457.84	74,338.00
7080 · Bank Service Charges	25.00	-17.00	300.00
7100 · Insurance Expenses	3,691.66	-3,691.66	44,300.00
7110 · District Board Expenses	416.66	-416.66	5,000.00
<b>Total Managerial Expenses</b>	<b>26,538.54</b>	<b>-18,686.37</b>	<b>318,463.00</b>
<b>Fire Prevention</b>			

**Wellington Fire Protection District**  
**Profit & Loss Budget Performance**  
 January 2024

	YTD Budget	\$ Over Budget	Annual Budget
6401 · Public Education	83.33	-83.33	1,000.00
6402 · Supplies-Enforcement	250.00	-250.00	3,000.00
<b>Total Fire Prevention</b>	333.33	-333.33	4,000.00
<b>Contingencies</b>			
8003 · Volunteer Pension Contribution	8,823.00	-8,823.00	105,876.00
<b>Total Contingencies</b>	8,823.00	-8,823.00	105,876.00
<b>Total Expense</b>	319,815.28	-128,743.99	3,839,682.93
<b>Net Ordinary Income</b>	45,558.53	-173,695.65	544,503.07
<b>Net Income</b>	<u>45,558.53</u>	<u>-173,695.65</u>	<u>544,503.07</u>

## Wellington Fire Protection District Custom Summary Report January 2024

	TOTAL
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Tax Levy Revenue</b>	
4010 · PROPERTY TAXES	36,799.99
4012 · SPECIFIC OWNERSHIP	20,263.72
<b>Total Tax Levy Revenue</b>	57,063.71
<b>Non Tax Levy Revenue</b>	
4015 · IMPACT FEES	1,981.64
4018 · DONATIONS	100.00
1.400.0 · REVENUE	
4020 · EARNINGS ON DEPOSITS	3,788.82
<b>Total 1.400.0 · REVENUE</b>	3,788.82
<b>Total Non Tax Levy Revenue</b>	5,870.46
<b>Total Income</b>	62,934.17
<b>Gross Profit</b>	62,934.17
<b>Expense</b>	
<b>Personnel Costs</b>	
5010 · Salaries and Wages	114,859.60
5030 · Overtime	6,881.51
5025 · District Board Compensation	900.00
5110 · Employer Taxes	4,473.30
5120 · Workers Compensation	6,409.45
5220 · Employee Benefits	23,857.06
5230 · FPPA Expense	12,741.41
<b>Total Personnel Costs</b>	170,122.33
<b>Buildings &amp; Land</b>	
6010 · Utilities	1,782.77
6020 · Station Supplies	276.72
6030 · Building Repairs & Maintenance	17.98
<b>Total Buildings &amp; Land</b>	2,077.47
<b>Vehicles &amp; Equipment</b>	
6110 · Equipment and supplies - Ops	-21.34
6120 · Fuel Expense	1,629.39
6140 · Vehicles Repairs & Maintenance	5,328.55

Wellington Fire Protection District  
Custom Summary Report  
January 2024

	<u>TOTAL</u>
6150 · EMS & Firefighting Equip Maint	1,538.40
<b>Total Vehicles &amp; Equipment</b>	<b>8,475.00</b>
<b>Communication &amp; IT</b>	
6210 · I.T. and Computer software	1,350.54
6230 · Dispatch	567.65
<b>Total Communication &amp; IT</b>	<b>1,918.19</b>
<b>Travel &amp; Training &amp; Oper Supp</b>	
6310 · Health & Safety	57.23
6330 · Training & Seminars	568.90
<b>Total Travel &amp; Training &amp; Oper Supp</b>	<b>626.13</b>
<b>Managerial Expenses</b>	
7010 · Office Supplies	398.20
7020 · Accounting & Finance	2,500.00
7025 · Legal Expenses	1,445.00
7030 · Professional Fees	1,043.00
7050 · Dues and Subscriptions	1,032.64
7060 · Payroll Processing Fees	688.34
7070 · County Treasurer Fees	736.99
7080 · Bank Service Charges	
600.236 · BANKING FEES	8.00
<b>Total 7080 · Bank Service Charges</b>	<b>8.00</b>
<b>Total Managerial Expenses</b>	<b>7,852.17</b>
<b>Total Expense</b>	<b>191,071.29</b>
<b>Net Ordinary Income</b>	<b>-128,137.12</b>
<b>Net Income</b>	<b>-128,137.12</b>

## **Staffing Guidelines**

Directive: All duty personnel shall be in a state of readiness to respond to alarms. All reserve and part-time personnel may be called upon to assist in staffing. Any deviation from this directive shall be approved by the Fire Chief or his designee.

### **Staffing Levels:**

1. Eligible reserve and part-time personnel may be called upon to assist in staffing at Station 16 or Station 17.
  - a. In order to reduce overtime expenses, reserve personnel then part time personnel shall be given priority over career personnel in filling vacancies due to understaffing or time off.
2. To ensure compliance with this directive the Shift Captain shall be responsible for maintaining approved staffing levels. In the event the staffing level falls below the necessary number of qualified firefighters to meet the mission of the District, the Shift Captain shall be authorized to call in reserve, part-time or career firefighters (in that order) to augment staffing levels.
  - a. The preferred minimum staffing level is seven (7) personnel with a minimum of 1 Lieutenant, 1 Engineer, and 3 Firefighters. The officer in charge shall attempt to maintain the preferred minimum staffing level through the call in of off-duty personnel but not mandatory holdovers. At no point will we intentionally lower our staffing below the preferred minimum staffing level.
  - b. The emergency minimum staffing level is six (6) personnel with a minimum of 1 Lieutenant, 1 Engineer, and 3 Firefighters. The emergency minimum staffing level is to reduce the occurrence of mandatory holdovers due to unforeseen circumstances such as sick calls, etc. The officer in charge shall maintain the emergency minimum staffing level through the call in of off-duty personnel or the mandatory holdover of off-going personnel.
  - c. The Shift Captain shall have the authority to assign, move, call-in, or transfer personnel as necessary. To ensure minimum staffing the officer in charge shall have the authority to call reserve, part-time, and/or career firefighters, in that order. An officer may require that an off-going firefighter be held over until the staffing levels can be brought to sufficient levels with call in of off-duty personnel. In the event that no off-duty personnel can be reached or agree to come in, the officer in charge has the authority to mandatorily hold over off going personnel for the duration of the shift to maintain emergency minimum staffing levels. Holdovers will be done based on seniority and will rotate to not hold over the same member for each occurrence. For example, if the oncoming shift cannot maintain emergency minimum staffing levels, the junior most member of the off going shift would be required to hold over. That members would not be eligible to be held over again until every member present of that rank had been held over once.

- d. In the event that a Captain is off, the first staffing adjustment to take place is for the shift Lieutenant and Engineer to act up. In the event call ins or hold-overs are necessary, a Lieutenant can fill for a Captain, and Engineer can fill for a Lieutenant, and a Firefighter can fill for an Engineer. Reserve and part time personnel can be called in to fill vacant Firefighter positions to meet minimum staffing levels. A member acting more than one level above or an officer filling a lower role requires approval from the Chief.
- e. On a shift fully staffed with 8 personnel only one person may take benefit time off per shift. A second member may take benefit time if the shift is able to maintain the preferred minimum staffing without the District incurring overtime.
- f. On a shift short staffed at 7 personnel, only one person may take benefit time per shift. In this case the officer in charge shall attempt to restore staffing for that shift to the preferred minimum staffing level through the call in of off-duty personnel (reserve then part time). A second member may take benefit time if the shift is able to maintain the preferred minimum staffing without the District incurring overtime.



# Reserve Firefighter Program

## 500.1 INTRODUCTION

The District has established a Reserve Firefighter Program ("Program"). This policy states the basic requirements and expectations for individuals who participate in the Program ("Reserve Firefighters"). It is not intended to address all of the duties and responsibilities of a Reserve Firefighter.

This is a volunteer Program within the meaning of the Fair Labor Standards Act of 1938, and the regulations of the US Department of Labor Wage and Hour Division,

## 500.2 FORMER VOLUNTEER PROGRAM

This replaces the former volunteer program that includes a pension. This closes the volunteer pension to new volunteers but does not change the volunteer pension program for any volunteers already in that program.

Volunteers on the pension program may elect to join the reserve program but reserve firefighters may not elect to join the volunteer pension program. If a volunteer on the pension program elects to join the reserve program, that volunteer forfeits his/her spot on the pension program and may not rejoin the volunteer pension program after leaving.

## 500.3 DESCRIPTION OF PROGRAM

A. The Program was developed as an alternative method of supplemental staffing for the District. The Program gives firefighters the opportunity to serve the District in a reserve capacity.

B. The Reserve Firefighter Program provides the Reserve Firefighter with an opportunity to gain training and firefighting experience through the District.

## 500.4 SCOPE OF PROGRAM

A. The Fire Chief at his/her discretion may establish and maintain a Reserve Firefighter eligibility list based upon the operational response needs of the District and availability of funds.

B. Reserve Firefighters will respond to alarms and participate at an assigned station to accommodate staffing needs. To participate in the Program, the Reserve Firefighter must work a minimum of 36-hours per month and complete a minimum of 3-hours of Company training per month. Hours may be worked in a variety of options beneficial to both the Reserve Firefighter, and

the District. Reserve Firefighters are encouraged to work shifts that enhance staffing for the District

prior to working arbitrary shift days. The Reserve firefighter may work more than the minimum required hours if they so choose.

C. The Fire Chief or his/her agent shall prepare a training schedule with training sessions scheduled to accommodate the Reserve Firefighter.

D. It shall be the responsibility of the shift supervisor to:

- (a) Evaluate the development of each Reserve Firefighter
- (b) To conduct performance evaluations
- (c) To provide daily supervision
- (d) To ensure training opportunities are provided for the Reserve Firefighter
- (e) To ensure work within the Reserve Firefighter taskbook is completed

E. It shall be the responsibility of each Reserve Firefighter to know and adhere to the policies, rules, regulations and operational guidelines and procedures of the District and meet all requirements of the Program.

## **500.5 PROGRAM REQUIREMENTS**

### **500.5.1 CERTIFICATION AND TRAINING REQUIREMENTS**

The Reserve Firefighter shall have or obtain the following training and certifications:

- a. Within two (2) months of acceptance into the Program:
  - i. ICS 100.B Introduction to Incident Command System
  - ii. ICS 200.B ICS For Single Resources and Initial Action Incidents
  - iii. ICS 700A National Incident Management System (NIMS) An Introduction
- b. Within twelve (12) months of acceptance into the Program:
  - i. Firefighter I and/or 240-hour (minimum hourly requirement) Firefighter I academy
  - ii. Hazardous Materials Operations
  - iii. NWCG (Red Card)
  - iv. 1<sup>ST</sup> Responder/CPR– Basic Life Support (ALS)
- c. Within twenty-four (24) months of acceptance into the Program:
  - i. S-130 Firefighter Training
  - ii. S-190 Introduction to Wildland Fire Behavior
  - iii. L180 Human Factors in the Wildland Fire Service

Note: Certification as an Emergency Medical Technician – Basic *is preferred*.

### **500.5.2 ACTIVE STATUS REQUIREMENTS**

The Reserve Firefighter shall meet the following requirements to remain active as a Reserve Firefighter:

- (a) Work a minimum of thirty-six (36) hours of shift time per month
  - (b) Attend a minimum of three (3) hours of Company training each month
  - (c) Attend a minimum of six (6) hours of Hazardous Material continuing education training annually
  - (d) Successfully complete the 'Job Performance Requirements' (JPRs) for the position as required by the State of Colorado
  - (e) Receive satisfactory evaluations and demonstrate forward progress toward meeting all Program and position description requirements
- Failure to meet these requirements results in forfeiture in the monthly stipend and may result in disciplinary action up to and including termination as defined in policy.

## **500.6 PROGRAM STIPEND AND BENEFITS**

### **500.6.1 DISTRICT PAID TUITION**

The District may elect to enroll non-certified Reserve Firefighters in, and may pay for the tuition for, educational or training programs, training as a volunteer for the District or that are intended to reach Reserve.

## 500.6.2 MONTHLY STIPEND

The Reserve Firefighter shall meet the following requirements to receive a monthly stipend:

- (a) Work a minimum of thirty-six (36) hours of shift time per month
- (b) Complete a minimum of three (3) hours Company training per month
- (c) Hold and maintain the following certifications:
  - i. Firefighter I
  - ii. Hazardous Materials Operations
  - iii. 1st Responder/ CPR – Basic Life Support (ALS)
- (d) Received a satisfactory evaluation

Failure to meet these requirements will disqualify a Reserve Firefighter from receiving the monthly stipend and may result in disciplinary action up to and including termination as defined in policy.

**Note:** A Reserve Firefighter may work more than 36-hours of shift time per month; however, the additional shift hours worked does not increase the monthly stipend.

## 500.6.3 OTHER BENEFITS

A Reserve Firefighter will be provided benefits including worker compensation insurance, group life and accidental death and disability insurance, and others as required by both Federal and State of Colorado law.

## 500.7 LEAVE OF ABSENCE

The Board of Directors or the Fire Chief may, in their discretion, grant a Reserve Firefighter a leave

of absence up to eighteen (18) months. The number of times and length a Reserve Firefighter may take a leave of absence is at the discretion of the Fire Chief.

Any Reserve Firefighter who is authorized a leave of absence greater than six (6) months but no more than eighteen (18) months as approved by the Fire Chief shall re-enter the system subject to the following:

- (a) Updated volunteer forms as applicable
- (b) Current Driver's License and Criminal Background Check
- (c) Medical Assessment and/or Post Offer Physical Ability Test

## 500.8 FORMER EMPLOYEES

Former employees of the District who request to return to the District in a Reserve Firefighter capacity may be eligible if the following are true:

(a) The former employee separated from the organization in good standing and would be eligible for rehire as an employee.

(b) The former employee has been separated from the organization no more than eighteen (18) months and is currently active/employed with another fire service organization.

The former member may be subject to complete the following prior to entering into the Reserve Firefighter Program:

- (a) Application form
- (b) Volunteer forms as applicable
- (c) Current Driver's License and Criminal Background Check
- (d) Medical Assessment and/or Post Offer Physical Ability Test

# Employee Raises

## **100.1 INTRODUCTION**

The District has established a policy of raises for employees. This policy states the basic requirements and expectations for how raises are given. Since salaries and wages are open to the public, and since this Board believes in transparency to the public, the District shall present the yearly salary for all employee positions by title to the public in an open meeting during the budget process each year.

## **100.2 REQUIREMENTS**

The Board of Directors must approve all raises in a public meeting before any employee is given a raise. First, the raise must be in the Salaries & Wages line item of the budget. Second, the Chief must present the raise to the Board of Trustees in a public meeting with the following 4 pieces of information:

1. Position title and rank if applicable
2. Yearly salary rate before the raise
3. Yearly salary rate after the raise
4. Percent change between the two rates.

## ISO Priorities

### Issues Needing Immediate Correction

Objectives that must be accomplished within the next five-months:

1. Pump Testing of all apparatus having a UL certified pump. Having front-line apparatus that do not have current pump test is dangerous, a huge fire department liability, and very poor policy. NFPA 1911 clearly spells out that pump tests should be completed annually (at least every 365-days). These tests can be done locally, and they do not have to be farmed out. **Completion requires a total of two fire members and a total of 16 hours of labor. These must be completed by the end of March 2024.**
2. Meet with the Township to request a starting date to inspect fire hydrants. **Completion requires a total of three fire members and a total of 126 hours labor. These must be completed by the end of May 2024.**
3. Meet with the Township to request a date to start the 5-year hydrant flow tests. **Completion requires a total of two members and a total of 48 hours labor. These must be completed by the end of May 2024.**
4. Hire 6 firefighters, 1 lieutenant, and 2 captains. There is a direct need for 21 total fire firefighters (Including all shift officers). It is recommended that each shift should have:
  - 1 Captain (located at Station-16)
  - 1 Lieutenant (located at Station-17)
  - 5 firefighters (3 located at Station-16 and 2 located at Station 17)**These members need to be hired immediately.**
5. The fire pre-plans are nowhere near complete. I found that someone had put building addresses in the ESO program, but no formal data, diagrams, or updates, had been installed. These need to be done to enable the fire department information about businesses in advance so firefighters would know the best way, safest way, and quickest way, to extinguish the fire, and/or conduct search and rescue. **Completion requires a total of two members and a total of 32 hours labor. These must be completed by the end of April 2024.**

6. Conduct Facility Training. The firefighters and officers all need at least 18 hours of training at PFA or Loveland Fire Rescue. Every firefighter and officer should complete at least three sessions lasting 6-training hours. A total of six sessions would be offered. ***It would be the responsibility of each member to accomplish at least 18 hours of facility training by the end of May 2024.***
7. **Every firefighter and officer will be required to immediately train for two hours, on-duty, at their normal shift, of company training, until at least 16-hours of this training has been completed, each month.**
8. Each member shall be required to earn 6 hours of Hazmat training before the end of May 2024. ***This training can be done online, in-person at a class setting, or in a multi-media environment.***

Other Objectives that need immediate attention:

1. Inventory all apparatus, equipment, radios, gear, etc. and create a master list of all fire department assets.
2. A 5-year reconciliation of all purchases versus current asset status.
3. A 5-year reconciliation of all expenditures for training, trips, conferences, etc.
4. A 5-year reconciliation of all purchases and/or sales of capital expenditures.
5. Design and implement the duties of the Administration Assistant. This position is the cohesiveness of the fire department. This person should have day-to-day knowledge of budget issues, individual training hours, total overtime indebtedness (per individual), sick leave balances, personal leave balances, and vacation balances. This person fills the void of unexpected leave and can approve non-budgeted overtime. Any purchase must be reported to this person.
6. Conduct meetings with PFA to gain their belief in the professionalism of the Wellington Fire Department. Hopefully this effort will lead to Auto-Aid.
7. Design a strategy to retain and recruit fire staff, and reservists.

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2. Meet with the Township to request a starting date to inspect fire hydrants.  
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NFSO has been extremely effective in designing, implementing, and accomplishing the needed task required to rebuild Wellington Fire Department. It will take a manager with intense background in training, business finances, strong organizational skills, and an extensive knowledge of teaching NFPA and ISO culture, to permanently rebuild the Wellington Fire Department into the fire department that ISO believes you are.

NFSO does provide services to implement these objectives through our temporary manager (interim Chief) program. This program operates on a month-to-month model, with an approach of fixing unnecessary distractions before your permanent Fire Chief is hired. This effort also provides the department with additional time to find the right Chief who will lead Wellington into becoming stronger, more professional, and extremely community oriented.

If this program was desired, the new interim Chief would work directly under the Wellington Board and be registered as a temporary hire at Wellington FPD due to the interim Chief operating and responding in Wellington FPD vehicles and using their equipment. All benefits would be Exempt and waived except Wellington FPD Workers Comp and their normal liability coverage. Wellington FPD would provide a chief's vehicle, gas card, and required uniforms. The interim chief would work with the support of the Board and be at-will to the Board. But the board must fully understand that they will need to support the needed changes, and improved policies, if this program has any chance to flourish.

**The cost of this program is: \$14,000 per month.** *The program cost is comparable to what is currently being paid to your interim chief, when considering paid benefits.*

The chief would be given the opportunity to reside at WFPD Station-17 and would work a minimum of 4 days per week. Picking the 4 days worked per week would be at the discretion of the interim chief, but the Board will receive a new work schedule at least every two weeks. Any air travel back to the interim chief's permanent home would not be the responsibility of WFPD.