



POUDRE FIRE AUTHORITY
BOARD of DIRECTORS MEETING AGENDA
VIRTUAL MEETING
May 25, 2021
8:30 AM

Prompt, Skillful, Caring

*Requires Board Action

Due to Covid-19, the May PFA Board meeting will be a hybrid meeting with Board and limited staff in person and attendees virtually. Instructions to join the meeting follow. Individuals who wish to make comments regarding items scheduled on the agenda or wish to address the PFA Board during public comment on items not specifically scheduled on the agenda must use the Q&A option within the meeting or send comments to publiccomment@poudre-fire.org. Your comments/questions will be read by a moderator and answered by the Board.

Please click the link below to join the Board meeting: <https://tinyurl.com/3t7k2af5>
Or Telephone: +1 669 900 6833 or +1 253 215 8782
Webinar ID: 848 9305 1839
Passcode: 102

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

DISCUSSION ITEMS

1. Fire Chief Derek Bergsten Swearing-In
2. Welcome New Poudre Fire Authority Board Member Susan Gutowsky
3. Poudre Fire Authority Board Agenda Planning Calendar

CONSENT AGENDA

4. April 27, 2021 Poudre Fire Authority Board Minutes *
5. Appropriation of Unanticipated Revenue - Heart Grant Funds *
6. Authorization of the Fire Chief to Execute a Contract over \$85,134 for the Purchase of Compact Tractors for Lawn Maintenance and Snow Removal *

BRIEFING PAPERS/OTHER BUSINESS


7. Briefing Papers / Other Business

CORRESPONDENCE

8. Correspondence

DISCUSSION ITEM

9. Executive Session to Develop Strategy and Instruct Negotiators for Collective Bargaining Agreement and Real Estate Negotiations *

 <p>Prompt, Skillful, Caring</p>	<u>DISCUSSION AGENDA ITEM SUMMARY</u> Item #: 1 Meeting Date: 05/25/2021 PFA Staff: Ann Turnquist
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SUBJECT:

Fire Chief Derek Bergsten Swearing-In

EXECUTIVE SUMMARY

On March 23, 2021, the Poudre Fire Authority (PFA) Board of Directors approved Resolution 21-6 (attached) approving the employment agreement, commencing on May 24, 2021, for Fire Chief Derek Bergsten.

Delynn Coldiron, Fort Collins City Clerk, will perform the swearing-in of Poudre Fire Authority Fire Chief Derek Bergsten. A formal ceremony for Change of Command between Chiefs DeMint and Bergsten will occur on June 11, 2021 at Station 8 (4800 Signal Tree Drive, Timnath).

The PFA Board and staff welcome Fire Chief Bergsten to the Poudre Fire Authority.

ATTACHMENTS

- a. Resolution 21-6 - Background Information

**Resolution 21 - 6
Of the Board of Directors of the Poudre Fire Authority
Approving the Employment Agreement for the Fire Chief**

WHEREAS, following the retirement of the previous Fire Chief, the Poudre Fire Authority (the "PFA") Board of Directors (the "Board") began a recruitment and selection process to identify a new Fire Chief; and

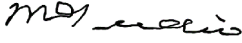
WHEREAS, the search process has culminated in the preparation of a proposed agreement, attached hereto as Exhibit "A" and incorporated herein by this reference (the "Agreement"), whereby Derek Bergsten would be employed as the new Fire Chief for the PFA, effective May 24, 2021.

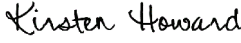
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE POUDRE FIRE AUTHORITY as follows:

Section 1. That, pursuant to the authority vested in the Board under Article II, Section 2.1 of the Intergovernmental Agreement between the City of Fort Collins, Colorado and the Poudre Valley Fire Protection District dated July 14, 2014, creating the PFA, Derek Bergsten is hereby appointed by the Board to serve as the Fire Chief of the PFA, pursuant to the terms and conditions contained in the Agreement, effective March 23, 2021.

Section 2. That the Chair of the Board is hereby authorized to execute the Agreement on behalf of the PFA, with such minor modifications as the Chair, in consultation with the attorney for the PFA, may deem necessary and advisable to effectuate the purposes of this Resolution.

Approved this 23rd day of March 2021 by the Poudre Fire Authority Board of Directors.

DocuSigned by:

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PFA Board Chair

DocuSigned by:

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ALLES

Attachment: Resolution 21-6 - Background Information (10329 : Fire Chief Derek Bergsten Swearing-In)

FIRE CHIEF EMPLOYMENT AGREEMENT

This Fire Chief Employment Agreement (“*Agreement*”), effective the 23rd day of March, 2021 (“*Effective Date*”), is entered into by and between Poudre Fire Authority, a political subdivision of the State of Colorado (“*PFA*”) and Derek Bergsten (“*Employee*”). PFA and the Employee are collectively referred to as the “*Parties*” and individual as a “*Party*”.

WHEREAS, PFA desires to employ the Employee as the Chief Executive, Administrative, and Operational Officer of PFA, who is responsible for overseeing and managing all business and affairs of PFA (“*Fire Chief*”) to the extent delegated and authorized by the PFA Board of Directors (“*Board*”), including but not limited to, Section 2.2 of the Amended and Restated Intergovernmental Agreement Establishing the Poudre Fire Authority, dated July 15, 2014, by and between the City of Fort Collins and the Poudre Valley Fire Protection District (“*Establishing IGA*”), the Fire Chief Job Description attached as Attachment A, and Applicable Law (defined below);

WHEREAS, the Board desires to provide certain compensation and benefits to the Employee, establish the terms and conditions of his employment with PFA, and, to the extent permitted by law, define the working relationship between the Parties; and,

WHEREAS, the Employee desires to accept employment with PFA as Fire Chief in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the compensation, mutual covenants, promises and agreements set forth herein, the Parties agree as follows:

SECTION I START DATE; DUTIES

A. PFA agrees to employ the Employee as the Fire Chief of PFA to perform the functions and duties specified in the Establishing IGA and the Job Description, and to perform such other legally required or authorized functions and duties as the Board may assign to the Employee in the future or as may be required by Applicable Law (defined below). The Employee acknowledges that, as Fire Chief, he is an exempt, unclassified PFA employee.

B. The Employee accepts employment as PFA Fire Chief and agrees to devote his professional work exclusively for the benefit of PFA. The Employee shall not maintain outside employment without the Board’s prior written approval. While the Employee may maintain membership in a labor organization, he shall at all times have an undivided duty of loyalty to the Board and PFA.

C. The Employee shall oversee and manage all business and affairs of PFA to the extent delegated and authorized by the Board, including but not limited to: 1) the duties and responsibilities set forth in Section 2.2 of the Establishing IGA and the Fire Chief Job Description, which the Board may modify in its sole discretion; 2) all PFA rules, regulations, policies and procedures as may be established or amended by the Board at any time in its sole discretion; and,

3) applicable federal, state and local constitutional, statutory and common laws, rules, regulations and ordinances, specifically including the statutory duties and authority set forth in Section 32-1-1002 of the Colorado Special Districts Act with respect to incidents and activities occurring within the Poudre Valley Fire Protection District, and the statutory duties and authority set forth in Parts 4 and 6 of Article 15 of Title 31 of the Colorado Revised Statutes with respect to incidents and activities occurring within the City of Fort Collins or the Town of Timnath (collectively, “*Applicable Law*”).

D. The Employee shall begin performing his duties on May 24, 2021, unless the Parties mutually agree in writing to a different start date (“*Start Date*”).

SECTION II

TERM

This Agreement shall commence on the Effective Date and shall continue until December 31, 2021 (“*Initial Term*”), unless sooner terminated in accordance with this Agreement. This Agreement shall automatically renew for successive one year terms (each a “*Renewal Term*”), unless either Party gives written notice to the other Party of its intent not to renew this Agreement at least sixty (60) calendar days prior to the expiration of the Initial Term or a Renewal Term, or if this Agreement is otherwise terminated during the Initial Term or a Renewal Term in accordance with this Agreement. The Initial Term and any Renewal Terms are collectively referred to as the “*Term*”.

SECTION III

COMPENSATION

A. In exchange for the satisfactory performance of his duties, PFA shall pay the Employee an annualized base salary of One Hundred and Eight-Five Thousand Dollars (\$185,000.00), commencing on the Start Date, which shall be payable in periodic installments at the same time as other PFA employees are paid and subject to the customary tax deductions and withholdings required by law and any withholdings authorized by the Employee or PFA policy. Increases in the Employee’s compensation are not guaranteed, and are dependent upon his performance, PFA’s financial condition, and any other factors the Board may desire to consider in such a determination, in its sole discretion. The fact that the Employee’s compensation may from time-to-time be stated or referred to as an annualized salary does not alter his at-will employment status. Any subsequent modifications of the Employee’s salary shall be accomplished by formal Board action and shall be incorporated into this Agreement by this reference without the necessity of further modification of this Agreement.

B. The Employee shall not be eligible for longevity pay.

C. The Employee shall receive the same clothing allowance that is provided to other sworn PFA personnel, which currently is Four Hundred Ninety Dollars (\$490.00) per year.

D. The Employee will be paid a taxable automobile allowance of \$375.00 per pay period for use of his personal vehicle to perform his duties as PFA’s Fire Chief. The automobile

allowance will be processed in accordance with PFA's payroll processing policies, which may change from time-to-time. Currently, the allowance will be added to each bi-weekly payroll, excluding months with three payrolls.

E. The Employee understands and agrees that the Fire Chief position is classified as "exempt" under the federal Fair Labor Standards Act (FLSA), which means the Employee is not entitled to a minimum wage or overtime, regardless of how many hours the Employee works in a day or workweek.

SECTION IV LEAVES

A. The Employee shall be granted those leaves set forth in the PFA Leave Policies for exempt full-time employees, as may be modified or changed by the Board at any time in its sole discretion. Currently, PFA's Leave Policies provide that, except for vacation leave, the Employee shall not be entitled to be paid for any unused leave upon resignation or termination of employment under this Agreement.

B. With respect to vacation leave:

1. The Employee shall be placed in PFA's highest vacation accrual rate, which currently is 4.7 weeks per calendar year, accruing at 7.25 hours bi-weekly or 23.56 days.

2. Currently, the Employee also shall receive a "front-loaded" week of vacation leave each calendar, which will be available to the Employee after the first pay period of a calendar year.

3. Currently, PFA's vacation leave policy allows the Employee "cash out" unused vacation leave upon termination of employment for any reason.

SECTION V DISABILITY, HEALTH AND LIFE INSURANCE; OTHER FRINGE BENEFITS

A. PFA will provide and offer to the Employee and his qualified dependents the same insurance benefit packages and plans that PFA provides and offers to all full-time classified firefighters of PFA, which benefit packages and plans currently include, without limitation, group life, accidental death and dismemberment insurance; Fire and Police Pension Association ("**FPPA**") long-term disability coverage pursuant to state law; dental reimbursement plan; dental insurance; vision insurance; and major medical insurance.

B. All provisions of PFA's policies, regulations and rules relating to other fringe benefits and working conditions also shall apply to the Employee as they would to other full-time classified firefighters of PFA, unless said benefits and working conditions are otherwise specifically set forth in this Agreement.

SECTION VI
PENSION AND DEFERRED COMPENSATION BENEFITS

The Employee shall enroll in one of the following retirement plans:

A. Statewide Defined Benefit Plan or Defined Contribution Money Purchase Plan at the rate that is required by the plan and any future amendments, plus an additional 2% of base salary contributed by PFA to the FPPA 457 Deferred Compensation Plan; **OR**

B. PFA local Defined Contribution 401(a) Money Purchase Pension Plan currently administered by Nationwide Retirement Solutions with an employer contribution of 11% of base salary and an employee contribution of 10% of base salary.

During the period the Employee is participating in one of the foregoing plans, the Employee shall not be eligible to participate in Social Security.

SECTION VII
PROFESSIONAL DEVELOPMENT AND STRATEGIC ACTIVITIES

A. The Employee is encouraged to further advance his skills, abilities and effectiveness as Fire Chief, and PFA's image and reputation, through participation in emergency services related organizations, such as the Center for Public Safety Excellence, the International Fire Chiefs Association and the Colorado State Fire Chiefs, and community organizations, such as service clubs and appropriate non-profit organizations. PFA shall be responsible for all approved expenses attendant thereto, including dues for the Employee's membership in such associations and organizations that advance PFA's purposes or the Employee's skills, abilities or effectiveness as a Fire Chief.

B. PFA agrees to budget and pay for the reasonable travel and subsistence expenses of the Employee for a reasonable number of annual professional conferences including, but not limited to, the Metro Fire Planner Conference, the Colorado State Fire Chiefs' annual Leadership Conference, and the International Association of Chiefs Conference.

C. PFA agrees to budget and pay for the professional dues and subscriptions of the Employee necessary for his full participation in national, regional, state and local associations or organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of PFA.

SECTION VIII
GENERAL EXPENSES

PFA recognizes that there will be expenses of a non-personal and generally job-related nature that the Employee will incur from time-to-time. PFA administrative staff is authorized to pay directly, or reimburse the Employee for, such expenses upon receipt of proper documentation submitted in accordance with PFA's policies.

SECTION IX
“AT WILL” EMPLOYMENT; TERMINATION AND SEVERANCE PAY

A. The Employee’s employment with PFA is "at-will", which means the Employee may terminate his employment with PFA without notice at any time and for any or no reason. Similarly, PFA may terminate the Employee’s employment at any time and for any or no reason, subject only to the requirements of federal and state law.

B. If the Board terminates the Employee’s employment for other than cause (defined below), the Employee shall be paid a severance equal to six (6) months of his base salary, less applicable withholding and deductions.

C. If at any time the Employee is terminated for cause, he shall not be entitled to a severance. The term “cause” means: 1) the Employee fails to carry out his duties after written notice from the Board and thirty (30) calendar days opportunity to cure; 2) the Employee fails to desist from any act or omission the Board believes to be contrary to the best interests of PFA after written notice to him to desist and thirty (30) calendar days opportunity to cure; 3) the commission of a crime of moral turpitude that adversely reflects on the Employee and/or PFA; 4) dishonesty towards, fraud upon, or deliberate injury or attempted injury to PFA; 5) the Employee’s breach of a term or condition of this Agreement; 6) any physical or mental disability that substantially limits one or more of the Employee’s major life functions and that results in his inability to carry out any essential functions of his duties as Fire Chief, with or without reasonable accommodations by PFA.

D. If the Employee voluntarily resigns from his employment with PFA, he will not be entitled to receive a severance.

E. Whether the Employee voluntarily resigns from his position as Fire Chief under this Agreement or is removed from his position by the Board with or without cause, the Employee shall retain all rights and benefits that may have accrued to him under any of the benefit, pension, or deferred compensation plans provided to him under this Agreement and that he is entitled to retain in accordance with the provisions of such plans and Applicable Law as any PFA employee who has resigned or been terminated from employment with PFA would be entitled to retain.

F. Medical insurance shall be provided through the end of the month in which the termination occurs. The Employee may elect to continue coverage thereafter by paying the premium in effect at the time of termination under the same terms and conditions, and according to the same provisions of Applicable Law, that are applicable to all employees of PFA who, upon termination, elect to continue medical coverage at their own expense.

SECTION X
PERFORMANCE EVALUATIONS

A. The Board will review and evaluate the performance of the Employee at least twice annually, the first of which shall occur approximately six months from the Start Date. Thereafter,

one of the reviews and evaluations shall occur near the adoption of PFA's annual operating and capital budgets, and the other will occur in approximately July each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and the Employee. The Board may add items to or remove items from the criteria as the Board may from time-to-time determine, in consultation with the Employee. Further, the Chair of the Board shall provide the Employee with a summarized written statement of the findings of the Board's review and provide an adequate opportunity for the Employee to discuss his review and evaluation with the Board. Any salary adjustment shall be considered at the time of the review and evaluation occurring just prior to the adoption of PFA's annual operating and capital budgets.

B. The Parties shall annually establish in writing such goals and performance objectives as they determine necessary for the proper administration and operation of PFA and for the attainment of the Board's policy objectives, and shall further establish the relative priority among these various goals and objectives. Such goals and objectives shall be generally obtainable within the time limitations specified in the annual operating and capital budgets, and related appropriations.

SECTION XI

RESIDENCY REQUIREMENT; REIMBURSEMENT OF RELOCATION AND TEMPORARY LODGING EXPENSES

A. The Employee shall establish and maintain residency within the limits of the area served by PFA within one year of the Start Date.

B. PFA will reimburse the Employee up to Twelve Thousand Five Hundred Dollars (\$12,500.00) in relocation expenses, upon submitting acceptable receipts to PFA. As a result of federal tax reform measures that occurred in 2017, the Internal Revenue Service currently considers all relocation expense reimbursements to be taxable income and such reimbursements will be included as part of the Employee's taxable income in his W-2 for 2021. The Employee shall repay any relocation expense reimbursements if he terminates his employment with PFA within one year of the Effective Date, as more specifically set forth in the Reimbursement Agreement attached as Attachment B, which the Employee shall execute on or about the Effective Date.

C. PFA will reimburse the Employee for up to Two Thousand One Hundred Dollars (\$2,100.00) per month for temporary lodging, not to exceed twelve (12) consecutive months from the Effective Date. The Employee shall submit documentation acceptable to PFA that establishes the monthly temporary lodging expense. The temporary lodging expense paid by PFA will be included as part of the Employee's taxable income in his W-2 for 2021. The Employee shall repay any temporary lodging expense paid by PFA if he terminates his employment with PFA within one year of the Effective Date, as more specifically set forth in the Reimbursement Agreement (Attachment B), which the Employee shall execute on or about the Effective Date.

SECTION XII

HOURS WORKED

The Employee is required to work and perform activities on behalf of PFA other than on an "eight-to-five" basis. As Fire Chief, the Employee is subject to call at any time, is required to attend night meetings, and is required to participate in various other activities that benefit PFA, often working long hours and at times that are not considered normal working hours. The Board expects the Employee to work out his schedule and working hours using good professional judgment in establishing flexible working hours that meet the needs of PFA and ensure the Employee satisfactorily performs his duties.

SECTION XIII **INDEMNIFICATION**

To the extent PFA is required and authorized to do so under the Colorado Governmental Immunity Act (C.R.S. 24-10-101, *et seq.*), PFA shall indemnify and defend the Employee for all civil claims brought against the Employee arising out of an alleged act or omission by the Employee occurring during the performance of his duties as Fire Chief and within the scope of his employment as Fire Chief, provided that such act or omission is not willful and wanton.

SECTION XIV **APPLICABILITY OF PERSONNEL POLICIES**

A. The Employee hereby acknowledges receipt of PFA's current *Personnel Rules and Regulations*. The Employee agrees to be bound by and adhere to those provisions that apply to unclassified management employees of PFA, as they may be amended, modified, supplemented, rescinded, or otherwise changed at any time at the discretion of PFA.

B. If at any time any of the provisions of PFA's *Personnel Rules and Regulations* are inconsistent with or conflict with the terms of this Agreement, the terms of this Agreement shall control.

SECTION XV **ANNUAL APPROPRIATION**

All financial obligations of PFA under this Agreement are subject to the Board's annual appropriation of the funds necessary to satisfy such obligations. If the Board does not appropriate funds to meet PFA's financial obligations for the ensuing year, this Agreement shall automatically terminate on December 31 of the year in which the non-appropriation of funds occurred with no liability to PFA.

SECTION XVI **NOTICES**

Any notice or other communication required or permitted hereunder shall be in writing and shall be given by hand delivery or sent by first-class registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to PFA: Poudre Fire Authority
Chair of the Board
102 Remington Street
Fort Collins, CO 80524

If to the Employee: Derek Bergsten
(At his residential address
stated in his most recent
Personnel Action Form on
file with PFA)

Notice by hand delivery shall be deemed given when received by the Party or on the date the Party refused hand delivery. Notice by mail shall be deemed given three (3) business days after deposit in the mail. Either Party may change its address for receiving notice by providing the other Party notice of the address change in accordance with this Section.

SECTION XVII **GENERAL PROVISIONS**

A. This Agreement constitutes the entire agreement between the Parties concerning the rights granted and the obligations assumed herein. Any oral representation or oral modification concerning this Agreement shall be of no force or effect. Although the provisions set forth in PFA's current *Personnel Rules and Regulations* that apply to the Employee pursuant to this Agreement may be amended, modified, supplemented or rescinded at any time in the sole discretion of PFA, the terms of this Agreement can be amended only by a writing signed by both Parties. The Employee expressly agrees that no representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

B. Colorado law governs this Agreement. Jurisdiction and venue for any dispute arising from or relating to this Agreement shall lie exclusively in the District Court for Larimer County, Colorado.

C. This Agreement is personal to PFA and to the Employee and may not be assigned or delegated by either Party without the prior written consent of the other Party.

D. A Party's failure to enforce any provision of this Agreement shall not be construed in any way as a waiver of any such provision, or prevent that Party from subsequently enforcing each and every provision of this Agreement.

E. If any term or condition of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such term or condition shall be deemed severable from the remainder of this Agreement, and the other terms and conditions of this Agreement shall continue to be valid and enforceable.

F. Each Party has participated in the negotiation and development of this Agreement. Accordingly, this Agreement shall not be interpreted or enforced against either Party as if it was the sole drafter of this Agreement.

G. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and permitted assigns.

H. This Agreement may be executed in counterparts and by facsimile or electronic pdf, all of which shall constitute one binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

POUDRE FIRE AUTHORITY

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E *[Signature]*
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Secretary of Board of Directors

ATTEST:

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E *[Signature]*
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Secretary of Board of Directors

Date: 3/23/2021

EMPLOYEE

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E *[Signature]*
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3/23/2021

Date: 3/23/2021

Attachment: Resolution 21-6 - Background Information (10329 : Fire Chief Derek Bergsten Swearing-In)

ATTACHMENT A**POUDRE FIRE AUTHORITY
JOB DESCRIPTION**

Title: Fire Chief

Reports To: Poudre Fire Authority Board of Directors

FLSA Status: Exempt - Unclassified

Approval Date: December 1, 2020

SUMMARY

Serves at the pleasure of the PFA Board of Directors to carry functions established through an Intergovernmental Agreement between the City of Fort Collins and the Poudre Valley Fire Protection District (PVFPD). Directs, administers, and manages all activities of the Poudre Fire Authority (PFA).

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties and responsibilities are illustrative of the primary functions of this position and are not intended to be all inclusive:

Establishes vision, strategic direction and operational plans of the Poudre Fire Authority.

Leads and directs the preparation of short-term and long-range plans related to operations; fire prevention and community risk reduction; support; and administration.

Formulates recommended annual budget based on PFA Strategic Plan and Standard of Cover.

Maintains continuous improvement through alignment and integration of the PFA Budget with the strategic management system of the department.

Evaluates the results of overall operations and service levels and provides regular reports to the PFA and Poudre Valley Fire Protection District boards and Fort Collins City Council.

Develops, implements, and interprets operating policies and procedures consistent with Board established Rules and Regulations.

Ensures that all Poudre Fire Authority programs, projects and operations are carried out in compliance with applicable local, state, and federal laws and regulations.

Serves as a representative/liaison to the Front Range Fire Consortium, Colorado State

Attachment: Resolution 21-6 - Background Information (10329 : Fire Chief Derek Bergsten Swearing-In)

Fire Chiefs, Colorado Metropolitan Certification Board, International Association of Fire Chiefs (Missouri Valley Division) and other local, regional, state and federal organizations.

Stays abreast of legislative affairs, consults with staff and advises boards of proposed and adopted changes to laws and statutes that will or may affect the operations or funding of the PFA and PVFPD.

Maintains organizational capability by establishing policies and practices that ensure professional development and provide for capable leadership succession.

Establishes and maintains effective and productive relationships with employees, including through the contractual relationship between management and members of the collective bargaining unit.

Represents the Authority to community groups, public forums, residents, and businesses in the PFA service area. Addresses various groups to inform the public of the goals and operations of the Poudre Fire Authority.
Defines the responsibilities, authority and accountability of all direct reports and provides them with support and general guidance.

Provides exceptional leadership to direct reports by engendering a culture of accountability, candor, inclusion, and transparency.

May respond as necessary to major fire, emergency, and other rescue scenes.

SUPERVISORY RESPONSIBILITIES

This position is responsible for the supervision of PFA employees.

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS The requirements listed below are representative of the knowledge, skills and abilities required to perform the necessary functions of this position.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of principles of leadership and executive functions.

Knowledge of fire procedures and practices.

Knowledge of a wide range of rescue services.

Knowledge of general accounting principles.

Knowledge of technology specific to fire prevention and public safety.

Knowledge of public management practices and issues.

Ability to create and deliver effective presentations.

Excellent interpersonal skills.

High level of experience and familiarity of current firefighting strategy and tactics.
 Demonstrated experience and familiarity of firefighter training and certifications.
 Demonstrated experience and familiarity of fire-based EMS.
 Demonstrated experience and familiarity of Community Risk Reduction functions within the fire service including:

- Fire prevention and code enforcement
- Public education and outreach
- Community development

Ability to do word processing, use computer software to prepare graphics, operate software packages, develop computerized spreadsheets, and use Desktop publishing.

EDUCATION AND EXPERIENCE

- Bachelor's Degree in Fire Science, Public Administration, Business Management, or similar discipline required, Master's Degree preferred.
- Credentialed as Chief Fire Officer by the Commission on Professional Credentialing
- National Fire Academy Executive Fire Officer Program completion is desired.
- Ten (10) years of related experience with at least five years of supervisory experience in a chief officer rank or executive role is required.
- Experience in a collective bargaining environment is desired.
- Experience in a leadership role in an organization that has obtained Commission on Fire Accreditation International (CFAI) accreditation is highly desired.
- Equivalent combinations of education and experience sufficient to successfully perform the essential duties of the job, such as those listed above, may be considered.
- Incident Command System (ICS) 100, 200, 300, 400, 700

LANGUAGE SKILLS

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions and make recommendations.

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form.

CERTIFICATES, LICENSES, REGISTRATIONS

Current Colorado driver's license or ability to attain such within 90 days of appointment.
 Red Cross CPR for the professional rescuer (or approved equivalent)

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee would encounter while performing the essential functions of this job. Work is performed in a normal office environment. While performing the duties of this job, the employee is occasionally exposed to outside weather conditions, including smoke, rain, heat or snow. The noise level in the work environment is usually moderate.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ATTACHMENT B

Relocation and Temporary Lodging Expenses Reimbursement Agreement

This Relocation and Temporary Lodging Expenses Reimbursement Agreement (“*Reimbursement Agreement*”) is entered into by and between Poudre Fire Authority, a political subdivision of the State of Colorado (“*PFA*”), and Derek Bergsten (“*Employee*”). PFA and the Employee are referred to collectively as the “*Parties*” or individually as a “*Party*”.

I. RECITALS

WHEREAS, contemporaneously with the Parties entering into this Reimbursement Agreement, they have executed a Fire Chief Employment Agreement, with an effective date of March 23, 2021, and which is incorporated by reference herein (“*Employment Agreement*”);

WHEREAS, as outlined in the Employment Agreement, PFA agrees to reimburse Employee up to a maximum amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) in relocation expenses and up to a maximum amount of Two Thousand One Hundred Dollars (\$2,100.00) per month for temporary lodging, not to exceed twelve (12) consecutive months from the Effective Date (collectively, “*Reimbursements*”); and

WHEREAS, Reimbursements by PFA to assist the Employee in moving to Colorado are a significant expense by PFA. Accordingly, the Employee recognizes the economic loss PFA and its taxpayers would suffer if the Employee were to terminate his employment with PFA shortly after receiving the Reimbursements.

NOW, THEREFORE, for good and valuable consideration, including PFA's agreement to provide the Reimbursements, the Parties agree as follows:

II. REIMBURSEMENT AGREEMENT

1. Reimbursements. PFA agrees to reimburse the Employee up to a maximum amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) in relocation expenses and up to a maximum amount of Two Thousand One Hundred Dollars (\$2,100.00) per month for temporary lodging, not to exceed twelve (12) consecutive months from the Effective Date. All Reimbursements are conditioned upon the Employee’s submission of acceptable receipts to PFA verifying the expenses paid by the Employee.

2. Repayment of Reimbursements Upon Separation. If the Employee’s employment with PFA ends for any reason, whether by voluntary or involuntary termination with or without cause, resignation, or otherwise, within one (1) year from the Effective Date of his employment with PFA, the Employee shall repay PFA all Reimbursements PFA paid to the Employee.

The Parties agree that PFA may deduct the amount owed to PFA from the Employee’s final paycheck, subject to the requirements of applicable law. Any amount the Employee still owes PFA after the deductions from the Employee’s final paycheck must be paid to PFA within thirty (30) calendar days of the Employee’s separation of employment from PFA.

3. Other Remedies. The Employee expressly authorizes PFA to seek any and all remedies available at law or in equity to recover from the Employee any portion of the Reimbursements the Employee owes PFA pursuant this Reimbursement Agreement, including payment of PFA’s reasonable attorneys’

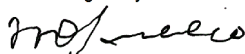
fees, costs and expenses incurred by PFA in enforcing this Reimbursement Agreement and recovering the Reimbursement amount owed from the Employee, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

4. No Express or Implied Contract of Employment. Neither the Employee's receipt of the Reimbursements nor anything in this Reimbursement Agreement shall be construed as creating an express or implied contract of employment for any period of time between PFA and the Employee. The Employee shall at all times be an "at will" employee of PFA. Notwithstanding any statement to the contrary in this Reimbursement Agreement, either PFA or the Employee may terminate the employment relationship at any time, with or without notice, and with or without cause, subject only to the requirements of applicable law.

5. Additional Provisions. Colorado law governs this Reimbursement Agreement. Exclusive jurisdiction and venue shall be in the District Court for Larimer County. This Reimbursement Agreement constitutes the entire agreement between the Parties as to the subject matter addressed herein, and, other than the Employment Agreement, there are no oral or collateral agreements or understandings. This Reimbursement Agreement may be amended only by a document signed by the Parties. Course of performance, not matter how long, shall not constitute an amendment to this Reimbursement Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Reimbursement Agreement shall not operate or be construed as a waiver of any subsequent breach of this Reimbursement Agreement. This Reimbursement Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Reimbursement Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Reimbursement Agreement. This Reimbursement Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one binding instrument.

POUDRE FIRE AUTHORITY,
a political subdivision of the State of Colorado

EMPLOYEE:


DocuSigned by:
 3/23/2021
4A6CDF1EDCE640F... Directors Date

DocuSigned by:
 3/23/2021
16BE30C99F5843E... Date

ATTEST:

DocuSigned by:
 _____
2989195243A643B... of Directors

Attachment: Resolution 21-6 - Background Information (10329 : Fire Chief Derek Bergsten Swearing-In)

 <p>Prompt, Skillful, Caring</p>	<p style="text-align: center;"><u>DISCUSSION AGENDA ITEM SUMMARY</u></p> <p>Item #: 2 Meeting Date: 05/25/2021 PFA Staff: Ann Turnquist</p>
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SUBJECT:

Welcome New Poudre Fire Authority Board Member Susan Gutowsky

EXECUTIVE SUMMARY

On May 18, 2021 the Fort Collins City Council appointed Susan Gutowsky, Fort Collins Councilmember for District 1, to the Poudre Fire Authority (PFA) Board of Directors. The PFA Board of Directors and PFA staff welcome Susan to the Poudre Fire Authority.

DISCUSSION/BACKGROUND

Susan and her husband, Wayne, have raised two children in Fort Collins. Both attended Poudre School District schools—Riffenburgh, Leshar, and Fort Collins High School—and have gone on to enjoy very satisfying careers. They also have two grown grandchildren. The family is proud to call Fort Collins their home.




Susan earned her undergraduate degree from the University of California, Irvine, including a year of study in Spain at the University of Madrid. She proudly holds a master's degree from Colorado State University and is an enthusiastic supporter of the Rams! She enjoyed a 34-year career as a classroom teacher—26 of those years teaching middle school in Poudre School District. Since retiring, she served two consecutive terms as a Director on the Poudre School District Board of Education.

Over the years, Susan has kept herself busy serving in a variety of volunteer capacities. For several years she was on the Project Smile Board and especially enjoyed volunteering at the dental/vision screenings at Poudre School District schools. She has also dedicated her time to the Larimer Humane Society, working with community outreach and fundraising. For the past ten years, she has worked as a judge for the Larimer County Election Centers. The most exciting thing about this experience has been watching young people and first-time voters exercise their civic right to cast their ballots! She currently serves on the newly formed executive board of the Museo de Las Tres Colonias. The mission of the Museo is to interpret the early history of the sugar beet industry in Fort Collins and celebrate the rich Hispanic culture in our community. Susan is also an active member of the Rotary Club of Fort Collins.

When Susan has free time, she enjoys a good workout at the club or reading in the shade of one of Fort Collins' beautiful parks. Time with family is also a vital part of her life and she cherishes two special traditions. Every year she and her husband, Wayne,

travel to Jackson, Wyoming for her annual birthday whitewater rafting trip down the Snake River. The other is their family trips to Chicago. Ever the avid Rockies fan, Susan indulges them in their support of the Cubbies while wearing her purple and white pin-striped jersey!

 <p>Prompt, Skillful, Caring</p>	<p align="center"><u>DISCUSSION AGENDA ITEM SUMMARY</u></p> <p>Item #: 3 Meeting Date: 05/25/2021 PFA Staff: Ann Turnquist, Kirsten Howard</p>
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SUBJECT:

Poudre Fire Authority Board Agenda Planning Calendar

EXECUTIVE SUMMARY

The Poudre Fire Authority Board Agenda Planning Calendar is attached for Board review and comment.

STAFF RECOMMENDATION

Item for information and discussion.

FINANCIAL / ECONOMIC IMPACTS

None.

ASSOCIATED STRATEGIC GOALS

ATTACHMENTS


- a. PFA Board Agenda Planning Calendar

PFA Board Agenda Planning Calendar

Work Session
Cancelled Meeting
Special Meeting
Executive Session
Change to Agenda
City Council Meeting
Revised: 5/20/2021

Unscheduled: Equity & Inclusion, Behavioral Health and Alternative Deployment Models (interagency group), PFA Committees, Mulberry Annexation, Peer Support Update, Community Survey, Cultural Survey, Mulberry Annexation

Month	Type	Detail
June 11, 2021	Special	<ul style="list-style-type: none"> Change of Command Ceremony - 3:00 p.m. at Station 8 (4800 Signal Tree Drive, Timnath CO)
June 22, 2021	Regular	<ul style="list-style-type: none"> 2020 Comprehensive Annual Financial Report Appropriation of Unanticipated Revenue for Volunteer Program Possible Executive Session - Collective Bargaining Negotiation
July 27, 2021	Regular	<ul style="list-style-type: none">
August 24, 2021	Regular	<ul style="list-style-type: none"> Election of 5th Board Member, Board Officers, and Secretary
September 28, 2021	Regular	<ul style="list-style-type: none"> 2022 Preliminary Budget
October 26, 2021	Regular	<ul style="list-style-type: none"> Resolution Setting 2022 Meeting Dates
November 16, 2021	Work Session	<ul style="list-style-type: none"> 2022 Budget Work Session
December 14, 2021	Regular	<ul style="list-style-type: none"> 2022 Budget Adoption Fire Chief's Year-end Performance Review
January 25, 2022	Regular	<ul style="list-style-type: none"> Designation of 2022 Board Meeting Posting Location
February 22, 2022	Regular	<ul style="list-style-type: none"> Prior Year Encumbrance Appropriation
March 22, 2022	Regular	<ul style="list-style-type: none"> Legislative Update
April 26, 2022	Regular	<ul style="list-style-type: none"> Legislative Update 2021 Annual Report Preview
May 24, 2022	Regular	<ul style="list-style-type: none">
June 28, 2022	Regular	<ul style="list-style-type: none"> 2021 Comprehensive Annual Financial Report

 <p>Prompt, Skillful, Caring</p>	<u>CONSENT AGENDA ITEM SUMMARY</u> Item #: 4 Meeting Date: 05/25/2021 PFA Staff: Kirsten Howard
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SUBJECT:

April 27, 2021 Poudre Fire Authority Board Minutes

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes from the April 27, 2021 regular meeting of the Poudre Fire Authority Board of Directors.

STAFF RECOMMENDATION

That the Board approve the minutes as presented.

FINANCIAL / ECONOMIC IMPACTS

None.

ATTACHMENTS

- a. 4-27-2021 PFA Board Minutes



Phone: (970) 416-2892
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Internet: www.poudre-fir

BOARD OF DIRECTORS MEETING April 27, 2021

The Poudre Fire Authority (PFA) Board of Directors met at 102 Remington Street on April 27, 2021, at 8:30 a.m. Directors Mike DiTullio, Dave Pusey, Ken Summers, Darin Atteberry, and Emily Gorgol were present. Also present was Fire Chief Tom DeMint, Administrative Services Director Ann Turnquist, Budget and Finance Supervisor Kirsten Howard, and Public Outreach Information Officer Annie Bierbower. Support Battalion Chief Chris Hill, Interim Operations Division Chief Brandon Garcia, Training Battalion Chief Tyson Barela, Support Division Chief Rick Vander Velde, Fire Prevention and Community Risk Reduction Division Chief Jerry Howell, Planning and Analysis Battalion Chief Sean Jones, Employee Labor and Relations Manager Janet Miller, IT Manager Eric Nelson, and Recording Secretary Shawn Williams were present virtually.

PLEDGE OF ALLEGIANCE

Mike DiTullio called the meeting to order at 8:40 a.m.

PUBLIC COMMENT

There was no public comment.

DISCUSSION ITEMS

- 1. Recognition and Appreciation of Board Member Ken Summers' Service**
- 2. Executive Fire Officer Certification – Matthew J. Housley**
- 3. Poudre Fire Authority Board Agenda Planning Calendar**

Tom DeMint and Mike DiTullio presented Ken Summers with a plaque and honored Ken for his years of service as Vice Chair and Board Member on the PFA Board of Directors.

Tom DeMint presented a plaque to Matthew Housley for his completion of the U.S. Fire Administration's National Fire Academy Executive Fire Officer (EFO) Program. Tom congratulated Matt on the hard work involved and stated this certification is a great honor for Matt and PFA.

Darin Atteberry congratulated Matt Housley and asked Matt to give a brief overview on the condition and hazards currently in the City of Fort Collins.

Tom DeMint reviewed the PFA Agenda Planning Calendar with the Board. Tom stated May 24, 2021 Derek Bergsten will be sworn in as Fire Chief of Poudre Fire Authority. Tom advised there will be a Change of Command Ceremony sometime in June.

Darin Atteberry advised that in-person or virtual meetings will be decided in the next few days by the Fort Collins City Council.

CONSENT AGENDA

4. March 23, 2021 Poudre Fire Authority Board Minutes

5. Appropriation of Insurance Recovery Revenue

6. Appropriation of Station Alerting Funds

Emily Gorgol made a motion to approve the Consent Agenda. Darin Atteberry seconded the motion. The motion passed by unanimous vote of the Board.

Tom DeMint advised Mark Hettinger is doing a great job with construction at PFA facilities and saving PFA a lot of money coordinating with the insurance companies.

STAFF REPORT

7. Legislative Update

8. PulsePoint Overview

Tom DeMint provided the Legislative Update to the Board.

Sean Jones provided an overview of PulsePoint to the Board. Darin Atteberry asked for more information on how the City of Fort Collins can get the word out on PulsePoint and how citizens can get CPR training. Darin suggested the Board complete another CPR certification training also. Tom DeMint noted the contract position overseeing PulsePoint has been eliminated and is being moved to an in-house position.

DISCUSSION ITEMS

9. 2020 Annual Report Preview

As required by the Intergovernmental Agreement with City of Fort Collins and Poudre Valley Fire Protection District, the 2020 Annual Report will be presented at the May joint meeting with City of Fort Collins City Council, the Poudre Fire Authority Board, and the Poudre Valley Fire Protection District Board. Tom DeMint provided a 2020 Annual Report Preview on PowerPoint for the Board.

Tom DeMint commended Kirsten Howard for the incredible work she does on the report. Kirsten thanked Annie Bierbower for her efforts in helping with the report. Sean Jones and his team, Hayley Spurrier and Laura Robinson were also recognized.

Mike DiTullio stated the 2020 Annual Report was indicative of the leadership Tom DeMint brought to PFA as Fire Chief. Mike expressed his appreciation of Tom and stated Tom will be missed. Ken Summers echoed Mike's commendation of Tom's leadership.

BRIEFING PAPERS/OTHER BUSINESS**10. Briefing Papers/Other Business**


Tom highlighted the audit is coming up and advised PFA received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the 2019 financial report. Tom specifically thanked Kirsten Howard for the great work she does and thanked Ann Turnquist for her contribution as well.

CORRESPONDENCE**11. Correspondence**

Ann Turnquist advised there was cake in celebration of Ken Summers.

Tom DeMint ended the meeting stating it was a pleasure serving the citizens of Fort Collins through the PFA Board for the last ten years. Darin Atteberry stated Tom has been amazing with his “can do” attitude and advised how much he appreciates Tom as the executive leader who modeled his leadership with amazing grace. Dave Pusey stated not only does Tom have a “can do” attitude, but he lives it and gets it done.

The meeting adjourned at 10:25 a.m.

 <p>Prompt, Skillful, Caring</p>	<p style="text-align: center;"><u>CONSENT AGENDA ITEM SUMMARY</u></p> <p>Item #: 5 Meeting Date: 05/25/2021 PFA Staff: Chris Hill, Kirsten Howard</p>
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SUBJECT:

Appropriation of Unanticipated Revenue - Heart Grant Funds

EXECUTIVE SUMMARY

Poudre Fire Authority (PFA) staff applied to the Colorado Fire Heart and Cancer (CFHC) Benefits Trust for the firefighter Heart Fitness Grant program. PFA staff was notified on April 14, 2021 that the grant was awarded to PFA in the amount of \$26,600. The check has been received and deposited into PFA's revenue account, and an account number has been established for the Heart Grant.

PFA staff requests approval of Resolution 21-9 to appropriate this unanticipated revenue to offset the cost of providing the heart fitness disease screening for PFA firefighters.

DISCUSSION/BACKGROUND

The CFHC Benefits Trust established a Firefighter Heart Fitness Grant to obtain basic heart health testing for all firefighters enrolled in the CFHC Trust program and to ensure statutory eligibility if heart incident occurs. The program is intended as a loss prevention measure to promote heart health issues to firefighters.

The Trust allocates \$50 per enrolled firefighter to each member fire department. The allocation will be available for use on any firefighter listed on the roster on file with the CFHC Trust. Unspent allocation funds may be accumulated for up to three years, after which they will expire and be forfeited back into the Trust's general fund.

Poudre Fire Authority uniformed positions participate in the CFHC Trust disease screening, which provides a basic level test to determine if any further testing is needed. The basic required screenings include:

- Resting 12-lead electrocardiogram (ECG)
- Fasting glucose and lipids with Cholestech equipment or equivalent
- Height and weight
- Waist circumference
- Resting blood pressure
- Review of family and personal health history
- Smoking status

STAFF RECOMMENDATION

That the PFA Board of Directors approves Resolution 21 – 9.

FINANCIAL / ECONOMIC IMPACTS

Appropriation of the Heart Grant funds will offset the costs of heart testing at the CSU fitness lab.

ASSOCIATED STRATEGIC GOALS

Goal 5 – Develop and maintain a diverse, inclusive, well-trained, mission-ready workforce to protect life and property.

ATTACHMENTS

- a. Resolution 21-9

**Resolution 21 – 9
Appropriating Unanticipated Revenue – Heart Grant Funds**

Whereas, the Colorado Fire Heart and Cancer (CFHC) Benefits Trust established a Firefighter Heart Fitness Grant to obtain basic heart health testing for all firefighters enrolled in the CFHC Trust program and to ensure statutory eligibility if heart incident occurs; and

Whereas, the Trust allocates \$50 per enrolled firefighter to each member fire department, and the allocation will be available for use on any firefighter listed on the roster on file with the CFHC Trust; and

Whereas, Poudre Fire Authority (PFA) staff applied to the CFHC Benefits Trust for the firefighter Heart Fitness Grant program; and

Whereas, PFA staff was notified on April 14, 2021 that the grant was awarded to PFA in the amount of \$26,600; and

Whereas, a Heart Grant Fund has been set up to receive revenue and expend funds (103190) associated with firefighter heart testing; and

Whereas, the \$26,600 has been deposited into the PFA’s unearned revenue account (840.231040).


Now Therefore, the PFA Board of Directors appropriates \$26,600 within the Heart Grant Account (103930.529999) for expenditure on firefighter heart disease screening.

Approved this 25th day of May, 2021 by the Poudre Fire Authority Board of Directors.

PFA Board Chair

Attest

Attachment: Resolution 21-9 (10335 : Appropriation of Unanticipated Revenue - Heart Grant Funds)

 <p>Prompt, Skillful, Caring</p>	<p style="text-align: center;"><u>CONSENT AGENDA ITEM SUMMARY</u></p> <p>Item #: 6 Meeting Date: 05/25/2021 PFA Staff: Rick Vander Velde, Chris Hill</p>
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SUBJECT:

Authorization of the Fire Chief to Execute a Contract over \$85,134 for the Purchase of Compact Tractors for Lawn Maintenance and Snow Removal

EXECUTIVE SUMMARY

Poudre Fire Authority (PFA) staff would like to reallocate funds appropriated within the 2021 budget to purchase nine compact tractors, at a cost of \$137,000, to maintain PFA facility grounds (lawn mowing and snow removal) internally. The cost, \$137,000, exceeds the \$85,134 spending limit of the Fire Chief as set by the Intergovernmental Agreement establishing the PFA. Therefore, PFA staff requests the PFA Board approve Resolution 21-10 (attached) authorizing the Fire Chief, or his designee, to execute a contract over \$85,134 to purchase compact tractors for grounds maintenance at PFA fire stations.

DISCUSSION/BACKGROUND

The Support Division has had many personnel changes during 2020/2021, and with these changes the ways in which PFA has done business has been analyzed, and efficiency changes are being considered. One of these changes is how PFA's grounds are maintained, the lawns in summer and snow removal in the winter. PFA staff recommends a change from contracting external services for lawn and snow removal and, rather, have PFA personnel maintain the grounds at fire stations.

PFA staff has worked with the City of Fort Collins Purchasing Department regarding purchasing tractors in comparison to the cost of contracting services, with cost savings in mind. The cost for lawn maintenance and snow removal provided externally, year over year, becomes expensive, approximately \$20,000 annually (three months of mowing) for lawn maintenance at 11 stations. Snow removal is harder to project since each year is different depending on mild or severe winters, and budgeting for these costs annually is challenging.

This grounds maintenance program will be run internally. Twice per year all compact tractors will be maintained by PFA fleet maintenance personnel. During that time, the mower deck will be removed, and a snow blower will be placed on the mower for the winter months. In the summer months the snow blower will be removed, and the mower deck will be restored. In addition, the compact tractors will be moved to a different station each time they are serviced to get the maximum use on each piece of equipment. Some fire stations have bigger areas to cut in the summer and larger areas

of snow blowing in the winter, such as Station 8 (4800 Signal Tree, Timnath) and Station 4 (1945 West Drake Road, Fort Collins). Having the appropriate equipment for mowing and snow removal will also reduce the need to call firefighters in on overtime to remove snow when a severe winter storm occurs.

The cost to purchase nine compact tractors is \$137,000. In 2021, the PFA budget has funds that have been appropriated, but will not be spent due to personnel changes due to retirements and not over hiring firefighters. PFA staff requests that these appropriated funds be reallocated to purchase the tractors to allow for an internal grounds' maintenance program. The purchase of \$137,000 is over the Fire Chief's spending limit of \$85,134, as set by the Intergovernmental Agreement establishing the PFA. Authorization for the Chief to execute a contract over \$85,134 will allow staff to proceed with the purchase of compact tractors once the contract has been completed. Resolution 21-10 includes approval of expenses over \$85,134 (the Chief's spending limit).

STAFF RECOMMENDATION

Board approval of Resolution 21-10.

FINANCIAL / ECONOMIC IMPACTS

Funds are appropriated within the 2021 budget and come from salary underspend.

ASSOCIATED STRATEGIC GOALS

Goal 6 – Foster an environment of fiscal responsibility at all levels.

ATTACHMENTS

- a. Resolution 21-10

Resolution 21-10
 Authorizing the Fire Chief, or his Designee, to Execute a Contract
 over \$85,134 for the Purchase of Compact Tractors for
 Lawn Maintenance and Snow Removal

Whereas, Poudre Fire Authority (PFA) staff has worked with City of Fort Collins Purchasing Department regarding purchasing compact tractors in comparison to the cost of contracting services; and

Whereas, the cost for lawn maintenance provided externally is approximately \$20,000 annually (three months of mowing) for 11 stations; snow removal is harder to project since each year is different depending on mild or severe winters, and budgeting for these costs annually is challenging; and

Whereas, the cost to purchase nine compact tractors is \$137,000; and

Whereas, the PFA 2021 budget includes appropriated funds that have not been expended due to personnel changes including retirements and not over hiring firefighters; and


Whereas, PFA staff requests that these 2021 appropriated funds be reallocated to purchase the compact tractors, in the amount of \$137,000, to allow for an internal grounds' maintenance program.

Now Therefore, be it resolved, that the PFA Board of Directors hereby authorizes the Fire Chief, or his Designee, to Execute a Lease Contract over \$85,134 for nine compact tractors for lawn maintenance and snow removal.

Approved this 25th day of May 2021, by the Poudre Fire Authority Board of Directors.

 PFA Board Chair

 Attest

 <p>Poudre Fire Authority</p> <p>Prompt, Skillful, Caring</p>	<p><u>BRIEFING PAPERS/OTHER BUSINESS</u></p> <p>Item #: 7 Meeting Date: 05/25/2021 PFA Staff: Kirsten Howard</p>
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SUBJECT:

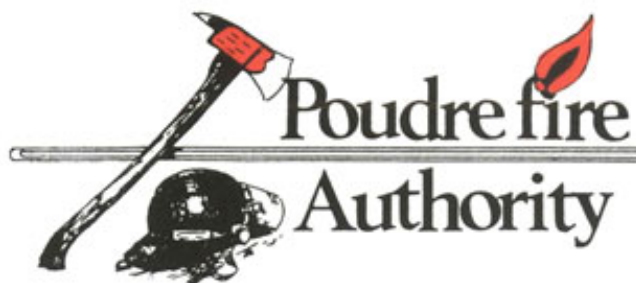
Briefing Papers / Other Business

EXECUTIVE SUMMARY

The briefing papers this month include:

ATTACHMENTS

- a. 5-25-21 Monthly Financial Reports - April 2021
- b. 4-26-2021 PVFPD Minutes
- c. 100 Best Fleets 2021
- d. Legislative Update Memorandum



102 Remington Street
Fort Collins, CO 80524









Phone: (970) 416-2892
Fax: (970) 416-2809
Internet: www.poudre-fire.org

TO: Poudre Fire Authority Board of Directors
FM: Kirsten Howard, Finance and Budget Supervisor *KLH*
DT: May 10, 2021
RE: April 2021 Financial Reports



The general fund and capital fund financial statements for the month ending April 30, 2021 are attached.

Financial Variances:

Figure 1

Category	April 30, 2021 Variance from Monthly Budget
Revenues	\$386,839 or 8.6% 
Revenues Key:	 >5%  Between \geq -5% and \leq 5% of Budget  < -5%
Operating Expenses	-\$189,837 or -6.14% 
Expenses Key:	 >5%  Between \geq -5% and \leq 5% of Budget  < -5%

Clarification for the General Fund report (Figure 1):

-  The positive variance in revenue is due to a wildland reimbursement, interest earnings, fees and charges for service, and miscellaneous revenue coming in higher than projected.
-  The negative variance in operating expenses is due to new positions not yet hired, and retirements causing vacancies.

Clarification for the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance (Table 1):

- The Revenue Over Expenditures in the Budget column of -\$1,326,792 (Table 1) is due to the transfer to capital of \$467,370 for Station 6 Shop, appropriations in subsidiary maintenance and replacement funds from reserve of \$1,375,616, appropriation of \$136,419 from KFCG reserve, appropriation of \$87,614 from insurance liability reserve, appropriation of \$190,366 for prior-year encumbrances, and an appropriation of \$4,147 from insurance recovery.

Table 1

General Fund
Statement of Revenues, Expenditures and Changes in Fund Balances--
Actual and Budget
For the Month Ended April 30, 2021

	April 2021			Year-to-Date 2021			Annual Budget	
	Actual	Monthly Budget	Percent Monthly Budget Received/ Expended	Actual	Year-to-Date Budget	Percent Year-to-Date Budget Received/ Expended	Annual Budget	Percent Actual Year-to-Date Budget Received/ Expended
REVENUES								
Intergovernmental	\$4,397,841	\$ 4,397,547		\$11,606,599	\$11,606,305		\$36,813,541	
Fees and charges for services	352,560	76,188		706,092	228,564		914,255	
Earnings on Investments	27,337	3,333		38,065	10,000		40,000	
Grants	0	0		0	0		0	
Miscellaneous revenue	108,293	22,125		158,801	66,375		265,500	
Total Revenues	4,886,032	4,499,193	108.60%	12,509,557	11,911,243	105.02%	38,033,296	32.89%
EXPENDITURES								
Administration	703,302	386,392		1,866,744	1,545,567		4,636,700	
Fire Prevention & Comm Risk Reduction	190,718	240,911		745,892	963,643		2,890,928	
Grants	0	0		0	0		0	
Support	448,944	671,455		1,869,053	2,685,819		8,057,458	
Operations	1,747,206	1,981,250		6,474,042	7,925,001		23,775,002	
Total Expenditures	3,090,170	3,280,007	6.14%	10,955,730	13,120,029	-16.50%	39,360,088	-72.17%
Excess or Deficiency of Revenues Over or Under Expenditures	<u>\$1,795,862</u>	<u>\$1,219,185</u>		<u>\$1,553,827</u>	<u>(\$1,208,786)</u>		<u>(\$1,326,792)</u>	
Fund Balance January 1, 2020				\$16,358,529				
Fund Balance April 30, 2021				\$17,912,356				

Clarification for the Capital Fund report (Table 2):

- The Excess or Deficiency of Revenues Over or Under Expenditures is shown because these are non-lapsing projects, so the appropriations and fund balances carryover from year-to-year, rather than being spent in the year in which they are appropriated. The Capital Projects have been reduced to three projects in 2021: Fleet Maintenance Capital, Station 6 Shop, and Station 7.

Table 2

Capital Fund
Statement of Revenues, Expenditures and Changes in Fund Balances--
Actual and Budget
For the Month Ended April 30, 2021

	Year-to-Date Actual	Annual Budget	Percent Received/ Expended
REVENUES			
Fleet Maintenance Capital	\$458,282	\$1,391,592	
Station 6 Shop	\$719,976	\$1,262,901	
Station 7	\$280	\$13,606	
Total Revenues	\$1,178,538	\$2,668,099	44.17%
EXPENDITURES			
Current:			
Fleet Maintenance Capital	\$601,843	\$1,404,297	
Station 6 Shop	\$41,105	\$1,132,397	
Station 7		\$35,551	
Total Expenditures	\$642,948	\$2,572,245	25.00%
Excess or Deficiency of Revenues Over or Under Expenditures	<u>\$535,590</u>	<u>\$1,566,429</u>	
Fund Balance January 1, 2020	\$9,765,569		
Fund Balance April 30, 2021	\$10,301,159		



Poudre Valley Fire Protection District

102 Remington Street ♦ Fort Collins, CO 80524
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 Internet: www.PoudreValleyFireProtectionDistrict.org

POUDRE VALLEY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING April 26, 2021

The Poudre Valley Fire Protection District (PVFPD) Board of Directors met at 102 Remington Street, at 8:30 a.m. on April 26, 2021. Present were Board members James Gentry, Mike DiTullio, Dave Pusey, Tess Heffernan, and Cory Younie. Present were Fire Chief Tom DeMint, Administrative Services Director Ann Turnquist, and Administrative Assistant Patti Forsythe. Recording Secretary Shawn Williams was present virtually.

James Gentry called the meeting to order at 8:30 a.m.

Pledge of Allegiance

BOARD GROUP PHOTOGRAPH

1. Board Group Photograph

Public Comment

Tom DeMint advised he spoke with Larimer County Public Health Director Tom Gonzales this morning and if there are less than ten people in the room and all have been vaccinated, masks can be removed.

CONSENT AGENDA

2. Consideration and Possible Action to Approve the Minutes of the February 22, 2021 Regular Meeting

Dave Pusey made a motion to Approve the February 22, 2021, Regular Meeting Minutes. Cory Younie seconded the motion. The motion passed by unanimous vote of the Board.

3. Consideration and Possible Action to Continue Resolution 2020-03 A Continuation of Declaration of Local Disaster Emergency

Dave Pusey made a motion to approve Resolution 2020-03 A Continuation of Declaration of Local Disaster Emergency. Mike DiTullio seconded the motion. The motion passed by unanimous vote of the Board.

ADMINISTRATIVE BUSINESS**4. Emergency Services Impact Fee****5. 2021 First Quarter Financial Statement and Revenue Reports**

Tom DeMint advised everything is ready to go for the Emergency Services Impact Fee. Ann Turnquist updated the Board on how the fees were calculated. Ann advised the Town of Timnath passed an ordinance implementing the fee and a resolution adopting the Intergovernmental Agreement (IGA) for assessment, collection, and remittance of the fees to the PVFPD. Ann commended Patti Forsythe for pushing forward and keeping this project on track.

Tess Heffernan made a motion to Approve Resolution 2021-02, A resolution Adopting Emergency Services Impact Fees and the Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Services Impact Fees for the Poudre Valley Fire Protection District. Corey Younie seconded the motion. The motion passed by unanimous vote of the Board.

Patti Forsythe updated the Board on the 2021 First Quarter Financial Statement and Revenue Reports. Patti stated her and Dave Pusey met to review the statement and reports. Patti advised the District audit is underway and will be presented at the May 24, 2021 Board Meeting.

Mike DiTullio made a motion to Approve the 2021 First Quarter Financial Statement and Revenue Reports. Dave Pusey seconded the motion. The motion passed by unanimous vote of the Board.

STAFF REPORTS**6. Legislative Briefing****7. PulsePoint Data Update**

Tom DeMint provided the Legislative Briefing to the Board.

Sean Jones provided a PulsePoint update to the Board. Sean advised PFA staff will continue to provide updates and statistics regarding the PulsePoint application.

DISCUSSION ITEMS**8. Poudre Fire Authority Agenda Review****9. 2021 First Quarter Activity Reports****10. 2020 Annual Report**

Tom DeMint reviewed the Poudre Fire Authority Board Agenda with the Board.

Tom Demint reviewed the Poudre Fire Authority 2020 Annual Report with the Board. Tom provided a PowerPoint presentation on the annual report. Tom advised there is a handout for the public and the annual report will be uploaded to the PFA website. Tom stated the 2020 Annual Report will be reviewed at the joint meeting of the Fort Collins Council, PFA Board, and PVFPD Board in May.

Ann Turnquist commended Kirsten Howard for the great work she does on the annual report every year. Kirsten Howard recognized Annie Bierbower for her help on the project. Kirsten also acknowledged Sean Jones and his team including Hayley Spurrier and Laura Robinson as well as Clay Pot for their design and printing of the report. Dave Pusey acknowledged PFA receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the PFA 2019 Comprehensive Annual Financial Report.

OTHER BUSINESS

11. Planning Calendar

Tom DeMint stated Derek Bergsten will be sworn in as Fire Chief on May 24th and there will be a change of command ceremony in June. Dave Pusey stated Tom DeMint has made a positive difference to the District Board and the Poudre Fire Authority and he truly appreciates the work Tom has done. All agreed, Tom will be missed.

The meeting adjourned at 10:30 a.m.



Tom C. Johnson | The 100 Best Fleets in the Americas
 5214F Diamond Heights Blvd #331; San Francisco, CA 94131
 Tel: 415/285-8391 | E-Mail: tom@the100best.net | Web: www.the100best.com

April 14, 2021

Brad Smith
 Poudre Fire Authority (CO) 95
 2511 Donella Court
 Fort Collins, CO 80524
 USA

Dear Brad:

Congratulations on *Poudre Fire Authority (CO)* being recognized as one of *The 100 Best Fleets* among all the public fleets in the Americas. You have done the right thing for the right reasons.

To put your achievement in perspective, there are over 38,000 public fleets in North America alone...and thousands more in South America. On behalf of NAFA, congratulations!

Your efforts are having an immediate and impressive effect on the economy. You have demonstrated your commitment to society.

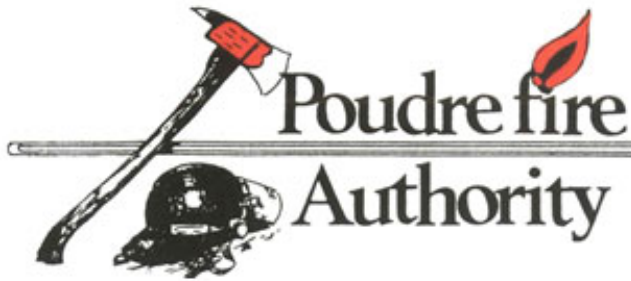
To me, you are unsung heroes. Thank you. You lead by example. We have the best government services but need to prove it constantly. Your outstanding application reflected fresh thinking with new ideas. You are helping to create the future for fleets in the Americas.

Sincerely,

A handwritten signature in blue ink that reads "Tom C. Johnson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Tom C. Johnson
 Founder of *The 100 Best Fleets in the Americas* and the *Green Fleet Awards*

"The 100 Best Fleets", "The 100 Best Fleets in the Americas", "Green Garage Contest" and "Green Fleet Awards" are trademarks of Tom C. Johnson.



102 Remington Street
Fort Collins, CO 80524

Phone: (970) 416-2892
Fax: (970) 416-2809
Internet: www.poudre-fire.org

TO: Poudre Fire Authority Board of Directors
FM: Ann Turnquist, Administrative Services Director
DT: May 20, 2021
RE: Legislative Update

The 2021 legislative session is underway with COVID restrictions, which has created a bolus of bills. Staff is monitoring the bills' progress, and staff believe that it is important to present these pieces of legislation to the Board for review and direction.

The Colorado State Fire Chiefs (CSFC) meet bi-weekly to monitor the progress of legislation that may impact the fire service. CSFC works closely with the Colorado Professional Firefighters (CPFF), the CSFC lobbyist consultant Bill Clayton, the Special District Association (SDA) as well as attorneys from Ireland Stapleton, the general legal counsel to CSFC. The CSFC also works closely with the Colorado Municipal League (CML) and Colorado Counties Incorporated (CCI) on certain bills where an interest is shared. As these issues emerge, staff will work closely with the legislative staff of the City of Fort Collins to track the progress of the legislation and evaluate its impact and support or lack thereof of the Council, Poudre Valley Fire Protection District (PVFPD) Board of Directors, and the PFA Board. The legislation in this agenda item is listed in numerical order.

Attachment: Legislative Update Memorandum (10320 : Briefing Papers / Other Business)

Poudre Fire Authority Legislative Tracking
General Assembly Session 2021

Updated 5/20/21

Bill Number	Short Title	Bill Status	PFA Board Action	PFA Staff Position	CSFC Position	CML Position	SDA Position
HB 21-1008	Forest Health Project Financing	Sent to the Governor		Support	Monitor	Support	Support
HB 21-1030	Expanding Peace Officers Mental Health Grant Program	Senate Committee on Local Government Refer Unamended to Appropriations		Support	Support	Support	N/A
HB 21-1085	Secure Transportation Behavioral Health Crisis	Senate Committee on Local Government Refer Unamended to Appropriations		Support	Monitor	N/A	N/A
HB 21-1122	First Responder Interactions Persons with Disabilities	House Considered Senate Amendments - Result was to Laid Over Daily		Monitor	Monitor	N/A	Monitor
HB 21-1251	Appropriate Use of Chemical Restraints on a Person	Introduced in Senate, Assigned to Judiciary		Monitor	Strongly Oppose	N/A	Monitor
SB 21-012	Former Inmates with Fire Service Experience	Signed by Governor		Monitor	Support	N/A	N/A
SB 21-054	Transfers for Wildfire Mitigation and Response	Signed by Governor		Monitor	Support	Support	Support
SB 21-113	Firefighting Aircraft Wildfire Management and Response	Signed by Governor		Support	Support	Support	Support
SB 21-156	Nurse Intake of 911 Calls Grant Program	Assigned to State, Civic, Military, & Veterans Affairs		Support	Monitor	N/A	Monitor
SB 21-166	Colorado Fire Commission Recommendations	House Committee on Energy & Environment Refer Unamended to Appropriations		Support	Strongly Support	Support	Support
SB 21-170	Wildland Fire Mitigation Cooperative Electric Association	Senate Committee on Transportation & Energy Postpone Indefinitely		Support	Monitor	N/A	N/A
SB 21-176	Protecting Opportunities and Workers' Rights Act	Senate Committee on Judiciary Refer Amended to Appropriations		Oppose	Monitor	Oppose	Oppose

CSFC - Colorado State Fire Chiefs
CML - Colorado Municipal League
SDA - Special Districts Association
N/A - Not Available

House Bill 21 – 1008 - Forest Health Project Financing

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_1008_ren.pdf

Staff Recommendation: Support

Last Action: 5/11/2021 – Sent to the Governor

Concerning increased options for financing forest health projects, and, in connection therewith, financing wildfire mitigation treatments.

House Bill 21-1030 – Expanding Peace Officers Mental Health Grant Program

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_1030_01.pdf

Staff Recommendation: Support

Last Action: 5/18/21 – Senate Committee on Local Government Refer Unamended to Appropriations

Concerning expanding the peace officers behavioral health support grant program to include community partnerships, and, in connection therewith, making an appropriation.

Attachment: Legislative Update Memorandum (10320 : Briefing Papers / Other Business)

House Bill 21-1085: Secure Transportation Behavioral Health Crisis

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_1085_01.pdf

Staff Recommendation: Support

Last Action: 5/18/21 – Senate Committee on Local Government Refer Unamended to Appropriations

Concerning secure transportation for an individual in behavioral health crisis, and, in connection therewith, making an appropriation.

House Bill 21-1122 – First Responder Interactions Persons with Disabilities

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_1122_01.pdf

Staff Recommendation: Monitor

Last Action: 5/14/21 – House Considered Senate Amendments – Result was to Laid Over Daily

Concerning establishing a commission to improve first responder interactions with persons with disabilities, and, in connection therewith, making an appropriation.

House Bill 21-1251 – Appropriate Use of Chemical Restraints on a Person

https://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_1251_01.pdf

Staff Recommendation: Monitor

Last Action: 5/17/21 – Introduced in Senate – Assigned to Judiciary

Concerning the appropriate use of ketamine upon a person in a prehospital setting.

Senate Bill 21-012 – Former Inmates with Fire Service Experience

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_012_01.pdf

Staff Recommendation: Monitor

Last Action: 4/15/21 – Governor Signed

Senate Bill 21-054 – Transfers for Wildfire Mitigation and Response.

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_054_enr.pdf

Staff Recommendation: Monitor

Last Action: 3/21/21 – Governor Signed

Senate Bill 21-113 – Firefighting Aircraft Wildfire Management and Response
http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_113_enr.pdf

Staff Recommendation: Support

Last Action: 3/21/21 – Governor Signed

Senate Bill 21-156 – Nurse Intake of 911 Class Grant Program

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_156_01.pdf

Staff Recommendation: Support

Last Action: 5/14/21 – Introduced in House – Assigned to State, Civic, Military, & Veterans Affairs

Concerning the creation of a pilot grant program for the use of nurses in 911 dispatch to help divert incoming 911 calls that do not require emergency medical service to other types of medical care, and, in connection therewith, making an appropriation.

Senate Bill 21-166 – Colorado Fire Commission Recommendations.

http://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_166_01.pdf

Staff Recommendation: Monitor

Last Action: 5/5/21 – House Committee on Energy & Environment Refer Unamended to Appropriations

Concerning the implementation of recommendations from the Colorado fire commission, and, in connection therewith, making an appropriation.

Senate Bill 21-170 – Wildland Fire Mitigation Cooperative Electric Association

<https://coloradocapitolwatch.com/bill/1/SB21-170/2021/1/>

Staff Recommendation: Support

Last Action: 4/6/21 – Senate Committee on Transportation & Energy Postpone Indefinitely

Concerning standards applicable to cooperative electric association wildland fire mitigation, and, in connection therewith, requiring wildland fire protection plans, providing authority for vegetation management, and limiting cooperative electric association liability.

As seen in California, the potential for wildfire starts along powerlines is ever present. This legislation requires electrical cooperatives in rural areas to develop wildfire mitigation plans. The legislation also gives the rural cooperatives the authority to mitigate problematic areas associated with the electrical infrastructure that could be hazardous to the fuels in the area. This could have an impact in some of the rural areas of the PVFPD where overhead lines exist. Staff recommends supporting this legislation.

Senate Bill 21-176 – Protecting Opportunities and Workers’ Rights Act

https://leg.colorado.gov/sites/default/files/documents/2021A/bills/2021a_176_01.pdf

Staff Recommendation: Oppose


Last Action 5/6/2021 – Senate Committee on Judiciary Refer Amended to Appropriations

For purposes of addressing discriminatory or unfair employment practices pursuant to Colorado's anti-discrimination laws, the bill:

- Allows an employment discrimination claim to be brought in any court of competent jurisdiction in the county or district where the alleged discriminatory or unfair employment practice occurred and allows an individual to file a civil action, without otherwise exhausting administrative proceedings and remedies, as long as the individual either files a charge with the Colorado civil rights commission (commission) or serves a written demand for the relief on the individual's employer and allows the employer 14 days to respond;
- Expands the definition of "employee" to include individuals in domestic service; individuals who perform a service for a price, including independent contractors, subcontractors, and their employees; and individuals who offer services or labor without pay;
- Adds new definitions of "caregiver", "care recipient", "child", "minor child", "harassment", "hostile work environment", and "independent contractor";
- Adds protections from discriminatory or unfair employment practices for individuals based on their "marital status" or "caregiver status";
- Specifies that it is a discriminatory or unfair employment practice for an employer to fail to initiate an investigation of a complaint or fail to take prompt remedial action if appropriate;
- Prohibits certain preemployment medical examinations, imposes limitations on inquiries and examinations about an employee's disability during employment, and specifies that violations of these prohibitions and limitations constitute discriminatory or unfair employment practices;
- Expands the time limit to file a charge with the commission from 6 months to 300 days after the alleged discriminatory or unfair employment practice occurred;
- Repeals the limits on remedies in cases involving age discrimination; and
- Limits the ability of an employer to require confidentiality of claims once a charge is filed with the commission.

During the March Board meeting Board member Summers brought this legislation to the Board's and staff's attention. The CML and the SDA have taken strong opposition to the legislation along with several other agencies. CML is opposed to this legislation because of the creation of new liability for local governments and the expanded application to independent contractors. They also have concerns that the language goes far beyond Title VII in Federal law by including language that an individual would not have to show that an act is "severe or pervasive" to be considered unlawful.

The bill was heard in the Senate Judiciary Committee on April 1, 2021. CML testified to their concerns regarding the inclusion of independent contractors as well as the still vague and open definition of "hostile work environment." The bill was amended to add back in the Colorado Civil Rights Division (CCRD) as the first step to filing a complaint rather than going directly to court. Though that amendment was adopted, CML and SDA remain opposed. The CSFC is monitoring the legislation. The bill was amended and then laid over for further action. Staff recommends continuing to oppose the legislation.

 <p>Prompt, Skillful, Caring</p>	<p style="text-align: right;"><u>CORRESPONDENCE</u></p> <p>Item #: 8 Meeting Date: 05/25/2021 PFA Staff: Kirsten Howard</p>
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SUBJECT:

Correspondence

EXECUTIVE SUMMARY

Correspondence has been included that may be of interest to Board members, community members, and employees.

ATTACHMENTS

- a. Browning Correspondence
- b. UHealth Appreciation Correspondence
- c. WSFR Correspondence

From: Steve Christen <Steve.Christen@poudre-fire.org>
Sent: Wednesday, May 19, 2021 4:56 PM
To: Kevin Contreras <Kevin.Contreras@poudre-fire.org>; Annie Bierbower <Annie.Bierbower@poudre-fire.org>
Cc: Tom Demint <Tom.Demint@poudre-fire.org>; Derek Bergsten <Derek.Bergsten@poudre-fire.org>
Subject: John Browning - Full Arrest save

To All,

Today was that rare day when someone we assisted came by the station to say THANK YOU! I thought I would pass this on and share his story. It put a smile on my face, and I hope it does for you too!

John Browning came by the station today...two months after suffering a heart attack and going into full arrest. Fort Collins Police Department arrived on scene first and administered CPR. UC Health and our crew, engine 8 A shift, arrived right after. We did CPR for four minutes and administered a shock and we got return of spontaneous circulation back. We transported John to Banner Emergency Room and never heard anything more. His story that he wrote and delivered to us, follows.

“I am a miracle and testimony of God’s grace and power. My thanks and gratitude also belong in your capable and compassionate hands” – John Kirk Browning

Steve Christen

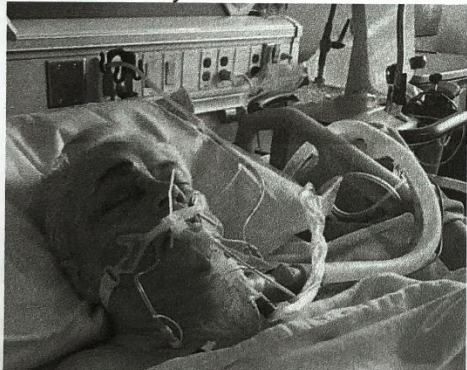
Wednesday, May 19, 2021

Fort Collins Police Department
 Fort Collins EMTs
 Banner Fort Collins Medical Center
 McKee Medical Center, Loveland
 North Colorado Medical Center, Greeley
 McKee Cardiac Rehab, Loveland

I wouldn't have been able to find a commercial thank you card to adequately tell my story and gratitude.

On Saturday, March 20, 2021, I had a heart attack. My left anterior descending artery was 100% blocked. As you probably know that is the site of the "widow maker". Rather than become a widow, my wife started CPR immediately. Then she called 911. Police and then EMTs arrived to continue CPR.

EMTs took me to Banner Hospital in Fort Collins, only a mile away. They stabilized me. Then I got my first helicopter ride, though I wasn't aware enough to enjoy it. I was taken to McKee Hospital in Loveland, where a stent was implanted and blood flow resumed. That was the first surgery in my life. There was concern that because I had fallen face first onto the floor at home that there was a brain bleed. I did get a big gash over my right eye where my glasses got in the way of the fall. The cut bled profusely. Because I had been given a blood thinner at McKee, I was transported to North Colorado Medical Center in Greeley to check for a brain bleed. They decided there was no brain bleed.

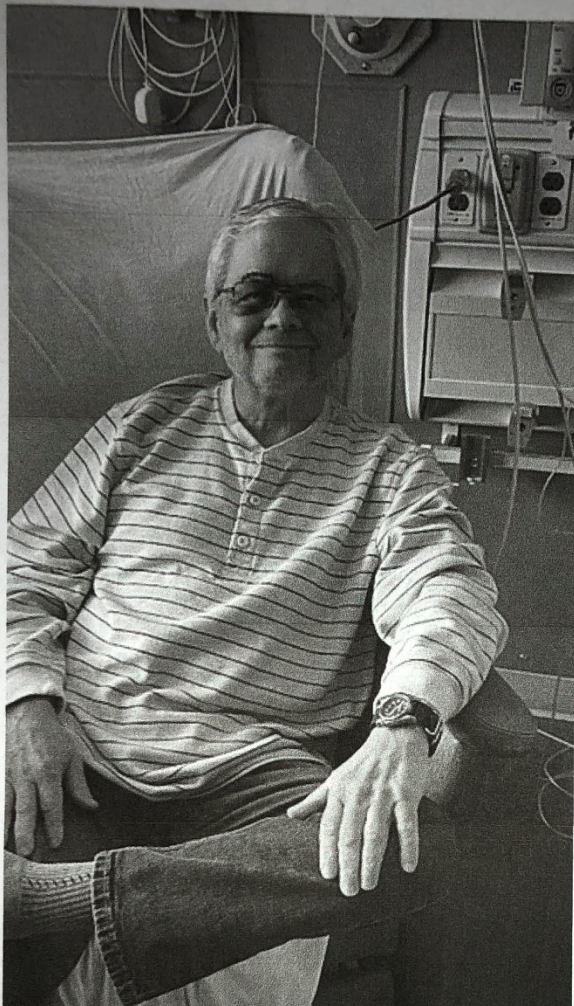


On Monday medical staff removed my breathing tube and started to wake me out of anesthesia. They asked if I recognized anyone. I saw my wife and said "that is my sweetness". My son had recently texted me a joke, which I remembered and told them. (A pastor, priest and rabbit walk into a bar. The rabbit says to the bartender "I think there's been a clerical error.")

Our sons came from Illinois and Texas. They wheeled me out to a car on Friday morning, March 26. We stopped at Scheel's on the way home. They told my wife it was just

to test me out a little. They put me in an electric cart, and I was able to easily follow them around the store.

Tomorrow, Thursday, May 20 marks the two-month anniversary of the heart attack. At McKee cardiac rehab my blood pressure averages 110/60. I do the treadmill at 6.5% grade and 3.5 mph.



I am a miracle and testimony of God's grace and power. My thanks and gratitude also belong in your capable and compassionate hands.

For all that you do,

John Kirk Browning

heart attack story

Page 2

uhealth

Certificate of Appreciation

This certificate is awarded to

Poudre Fire Authority

Thank you for your contributions and support in

Snowmageddon 2021

Monique Rose, Operations Chief

Ryan C. McLean, Senior Director
Prehospital Care




Dear Tom,

We would like to express our sincere appreciation for allowing a member of your staff to join us during our Battalion Chief hiring process. Their evaluations are greatly appreciated and have enabled us to establish a list of eligible candidates for the next three years.

We greatly appreciate them taking time out of their day to come out and assist us during this process. It would not have been possible without your support.

Warm Regards,

Windsor Severance Fire Rescue

	<u>DISCUSSION AGENDA ITEM SUMMARY</u>
Prompt, Skillful, Caring	Item #: 9 Meeting Date: 05/25/2021 PFA Staff: Ann Turnquist

SUBJECT:

Executive Session to Develop Strategy and Instruct Negotiators for Collective Bargaining Agreement and Real Estate Negotiations

EXECUTIVE SUMMARY

As permitted by Colorado Revised Statutes Sections 24-6-402(4)(a) and (e), a Board member moves that the Board go into executive session to discuss negotiation issues and advise negotiators regarding the "...acquisition of real property...."

As permitted by Colorado Revised Statutes Section 24-6-402(4)(e), a Board member moves that the Board go into executive session to discuss negotiation issues and advise negotiators on collective bargaining agreement.

Applicable Statutory Provision

24-06-402(4): "The members of a local public body subject to this part 4, upon the announcement by the local public body to the public of the topic for discussion in the executive session, including specific citation to the provision of this subsection (4) authorizing the body to meet in an executive session and identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized, and the affirmative vote of two thirds of the quorum present, after such announcement, may hold an executive session only at a regular or special meeting and for the sole purpose of considering any of the following matters; except that no adoption of any proposed policy, position, resolution, rule, regulation, or formal action... shall occur at any executive session not open to the public..."

STAFF RECOMMENDATION

That the Board make a motion to go into Executive Session.

Proposed Form of the Motion: "Motion to go into executive session to discuss negotiation issues and advise negotiators regarding the acquisition of real property pursuant to 24-6-402(4)(a) and (e), and to discuss negotiation issues and advise negotiators on collective bargaining agreement pursuant to 24-6-402(4)(e)."

FINANCIAL / ECONOMIC IMPACTS

None currently.

ASSOCIATED STRATEGIC GOALS

Goal 5 – Develop and maintain a diverse, inclusive, well-trained, mission-ready workforce to protect life and property.

Goal 6 – Foster an environment of fiscal responsibility at all levels.

Goal 7 – Plan for long-term issues and demands that will shape the future of the Authority and its governance structure.

ATTACHMENTS

- a. Confidential Attachment

Confidential Attachment

Attachment: Confidential Attachment (10317 : Executive Session to Develop Strategy and Instruct Negotiators for CBA and Real Estate