

**EVANS FIRE PROTECTION DISTRICT**  
**2100 37th Street**  
**Evans, Colorado 80620**  
**(970) 339-3920**

NOTICE OF REGULAR MEETING AND AGENDA

*Agenda is preliminary and subject to change by majority vote of the Board at the meeting.*

*Individuals requiring special accommodation to attend and/or participate in this meeting please advise the ADA Compliance Officer (970- 339-3920) of their specific need(s) 48 before the meeting.*

DATE: November 27, 2023

TIME: 6:30 p.m.

PLACE: Evans Fire Station 2, 2100 37th Street, Evans, Colorado 80620

To attend by phone: 301-715-8592; Meeting ID: 292 753 9756; Passcode: 6599178

**Opening of Meeting**

- Call to order
- Pledge of Allegiance
- Roll Call
- Amendments to Agenda

**Meeting Items**

1. Public Comment

- a. If you wish to address the Board of Directors, this is the time set on the agenda for you to do so. When you are recognized please state your name and address. Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

2. Consent Agenda

- a. Financial Reports
- b. Minutes of previous meeting

3. Public Hearing: 2024 Budget

4. Review & Consider UC Health Ambulance Services Agreement

5. Review & Consider Training Tower Bids

6. Administration Report

7. Legal Counsel Update

8. Director's Reports

9. New Business

10. Adjournment

Next regular meeting is scheduled for January 22, 2024 at 6:30 p.m.

# 2023 Financial Update

unaudited expenses and revenues through October 31, 2023

## REVENUES

### General Revenue

Budget	Revenue Collected YTD	overage collected
\$ 3,922,399	\$ 4,040,344	\$ 117,945
		3.01%

\*does not include Impact Fees

### Impact Fees

Budget	Fees Collected YTD	overage collected
\$ 35,000	\$ 34,763	\$ 237
	YTD Interest Earned \$ 6,664	0.68%

## EXPENDITURES

### Administration

Budget	Expense YTD	Remaining Budget
\$ 283,133	\$ 284,475	\$ (1,342)
		-0.47%

### Operations

Budget	Expense YTD	Remaining Budget
\$ 103,801	\$ 74,750	\$ 29,051
		27.99%

### Personnel

Combined Total	Combined YTD	Combined remaining
\$ 2,966,367	\$ 2,460,096	\$ 506,271
		17.07%

### Equipment Maint

Budget	Expense YTD	Remaining Budget
\$ 84,011	\$ 58,719	\$ 25,292
		30.11%

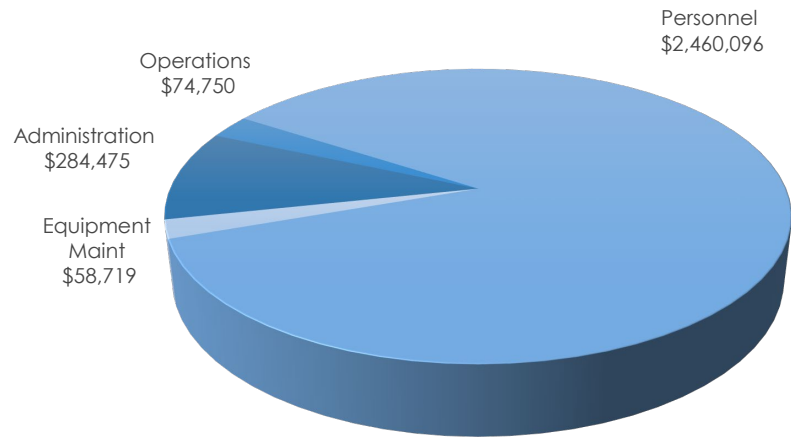
### October 2023 expenses in excess of \$1,000

Becker First Responder	nozzles	\$ 2,245
Becker First Responder	PPE	\$ 2,575
Dive Rescue Intl	Dive Rescue - Skidmore, Desonier	\$ 1,700
Fire Dex (Gear Wash (Minerva))	PPE repairs	\$ 1,173
GFOA	Bowles - CPFO course	\$ 1,200
Gold Label Specialties	Stn 2 bay door PM & repairs	\$ 1,914
Ireland Stapleton Pryor & Pascoe PC	non-retainer fees	\$ 1,454
Mountain View Fire Protection	2402 repairs	\$ 27,036
Next Level Extrication	electric vehicle fire balance	\$ 1,650
Twin Palms Carpet Cleaning	station carpet cleaning	\$ 1,026
Uplift Desk	admin desks	\$ 1,752
Uplift Desk	admin desks	\$ 1,574
Wex	fuel - August and September	\$ 3,420
Xcel Energy		\$ 1,037

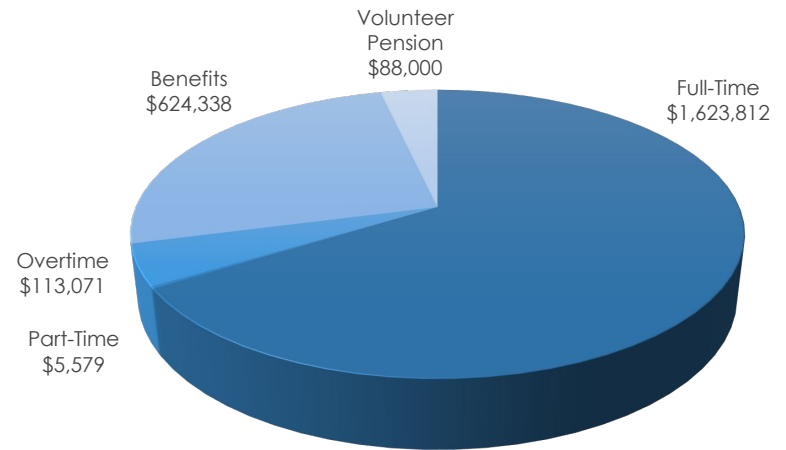
TOTAL AVAILABLE FUNDS	COLOTRUST	First Ntl Bank	Impact Fees Acct	
Unappropriated*	\$ 5,630,127	\$ 235,892		
AMP		\$ 261,580		
Capital		\$ 873,467	\$ 571,970	
Operating Fund		\$ 559,272		
<b>TOTALS</b>	<b>\$ 5,630,127</b>	<b>\$ 1,930,212</b>	<b>\$ 571,970</b>	<b>\$ 8,132,309</b>

\*Includes Board required Operating Reserve per financial policies, which exceeds TABOR reserve requirement  
 COLOTRUST balance includes income earned YTD of \$169,718

### YTD Expenses



### YTD Personnel



**EVANS FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS - REGULAR MEETING  
OCTOBER 23, 2023**

A regular meeting of the Board of Directors of the Evans Fire Protection District was called to order by Chairperson Achziger at 6:30 p.m. on October 23, 2023, at Evans Fire Station 2, 2100 37th Street, Evans, Colorado, 80620.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Directors Present:

Mary Achziger, President  
Marty Schanwolf, Secretary  
Tricia Watson, Treasurer  
Tim Naylor, Director

Also Present:

Joe DeSalvo, Fire Chief  
Michelle Ferguson, Attorney

Directors Absent:

David James, Vice President

**AMENDMENTS TO AGENDA**

No amendments requested. Director Watson moved to approve the agenda as presented. Director Naylor seconded. Motion passed unanimously.

**CONSENT AGENDA**

Director Schanwolf moved to approve the consent agenda. Director Naylor seconded. Motion passed unanimously.

**REVIEW & CONSIDER DRAFT 2024 BUDGET**

Chief DeSalvo reviewed two scenarios of the draft 2024 budget based on Proposition HH that that is on the November 2023 ballot. Following Board discussion, staff was directed to prepare a budget based on revenue estimates provided by Weld County Assessor and schedule a budget hearing for the regular November meeting.

**REVIEW & CONSIDER LOANED APPARATUS IGA**

Chief DeSalvo presented the Board with an IGA amongst area agencies to loan apparatus when needed. Director Watson moved to accept the IGA for Loaned Apparatus. Director Naylor seconded. Motion passed unanimously.

**ADMINISTRATION REPORT**

- New ESO reporting system

- Auto Aid with Greeley Fire Department
- Women's Skills Day
- Shared Fire Marshal
- Current Staffing
- Around the Firehouse
- Fire Prevention Bureau Updates
- Fire Prevention & PR News

### **LEGAL COUNSEL UPDATE**

Attorney Ferguson noted items Legal Counsel assisted with during the previous month.

### **DIRECTOR'S REPORTS**

Director Achziger informed the Board of her participation with the Citizens Advisory Committee for the City of Evans.

### **NEW BUSINESS**

No new business.

### **ADJOURNMENT**

Director Watson moved to adjourn. Director Naylor seconded. Motion passed unanimously. Meeting adjourned at 7:10 p.m.

These are the true and correct minutes of the meeting held on the date above; they were approved by the Board on this 27<sup>th</sup> day of November, 2023.

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Martin Schanwolf, Secretary

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## EVANS FIRE PROTECTION DISTRICT STAFF REPORT

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**DATE:** November 27, 2023  
**SUBJECT:** Public Hearing: 2024 Budget  
**PRESENTED BY:** Sharon Bowles, Business Manager  
Joe DeSalvo, Fire Chief

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### **AGENDA ITEM DESCRIPTION:**

As the Board is aware, a new bill was signed on Monday, November 20, 2023 following a special legislative session. This bill makes adjustments to 2023 assessed values and budget deadlines. Specifically, the State is reducing the assessment rate from 6.765% to 6.7% and increasing the exemption amount from \$15,000 to \$55,000.

The Board will discuss these recent changes and review a draft 2024 budget for adoption.

The Budget book is included as a separate document.

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### **STAFF RECOMMENDATION:**

Staff recommends adoption of the 2024 budget as presented.

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# *Evans Fire Protection District Staff Report*

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**DATE:** November 27, 2023  
**SUBJECT:** Review & Consider UC Health Ambulance Services Agreement  
**PRESENTED BY:** Chief Joe DeSalvo

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**AGENDA ITEM DESCRIPTION:**

Conversations with the UCH team have continued. The current negotiations center around performance metrics and penalties. The most recent draft of the ambulance services agreement follows.

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**STAFF RECOMMENDATION:**

Staff requests input on performance metrics and penalties.

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## AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT is entered into on \_\_\_\_\_, 2023, to be effective as of January 1, 2024 (the "Effective Date") by and between Poudre Valley Health Care, Inc. D/B/A Poudre Valley Hospital, a Colorado non-profit corporation ("PVH") and Evans Fire Protection District, a Colorado Title 32 special district ("EFPD").

- A. PVH is engaged in the business of operating Poudre Valley Hospital, an acute care hospital with its principal place of business at 1024 South Lemay Avenue, Fort Collins, Colorado (the "Hospital" or "PVH"). PVH provides emergency medical services to patients in Larimer and Weld Counties through its ambulance services.
- B. EFPD has the authority under Colorado Secs 32-1-103(7), C.R.S. and 32-1-1002(1)(e)(I), C.R.S. to provide ambulance services to patients in its district. Pursuant to these statutes, EFPD desires to contract with PVH for qualified personnel to provide emergency medical services ("Contract Services").
- C. PVH has the staff and equipment to provide the requisite Contract Services to EFPD.
- D. The parties desire to enter into this Agreement in order to provide a full statement of their respective responsibilities in connection with the delivery of services from PVH to EFPD.

ACCORDINGLY, PVH and EFPD agree to the following:

- 1. Joint Responsibilities
  - 1.1 No EFPD employee shall be deemed to be an employee of PVH, nor shall any employee of PVH be deemed to be an employee of EFPD.
  - 1.2 Both parties shall work collaboratively to ensure the most efficient use of the resources at the incident scenes. Typically, EFPD will assume supervision in the form of incident command (IC) on all incidents. Both agencies shall ensure that they work from a similar standard operating procedure with the goals of high quality and efficient patient care as well as safety of all responders.
  - 1.3 Both parties shall work in conjunction to ensure that customers receive the highest quality care and that patients are satisfied with such care. Both parties shall work towards quantifying levels of customer satisfaction.
- 2. Deployment Plan (or System Status Plan)
  - 2.1 PVH shall be required to develop and maintain a current Deployment Plan and must include the following elements:
    - 2.1.1 Identification and the number of ambulances to be deployed during each hour of the day and day of week.
    - 2.1.2 A description of 24hour system status management strategies to deploy or re-deploy resources to meet performance requirements.
    - 2.1.3 A description of how PVH will meet the demand for emergency ambulance response during peak periods and during unexpected periods of unusually high call volume.
    - 2.1.4 A map identifying proposed ambulance station or post locations to meet response times in each Zone.



- 2.1.5 PVH shall submit any substantial changes to the Deployment Plan to EFPD as part of the monthly report as applicable. PVH shall also submit the latest Deployment Plan to EFPD annually.
3. Response Area
  - 3.1 The Response Areas for the District shall not be divided into multiple zones and the entire District north of the South Platte River shall be designated as one Zone (Zone 1). All areas within the District south of the South Platte River shall be required to meet the
4. Medical Priority Dispatch System (MPDS)
  - 4.1 MPDS will be used to determine the urgency for the purpose of this Agreement.
  - 4.2 Alpha, Bravo, and Omega shall initially be a non-emergent response.
  - 4.3 Charlie, Delta, and Echo shall have an emergent response.
  - 4.4 The EFPD responding officer may at their discretion escalate or de-escalate the response based on additional dispatch information.
5. Response Time
  - 5.1 PVH will have the flexibility to choose the means and methods for providing efficient and effective 911 Ambulance services. Performance that meets or exceeds the response time requirements of the AGREEMENT is the result of PVH's expertise and choice of the means and methods, and therefore is solely PVH's responsibility.
  - 5.2 Response Time - For the purposes of this service, response times for 911 emergent and non-emergent responses will be measured from the time of unit notification until the PVH ambulance stops the response time clock by transmission from PVH Ambulance of the "unit arrived on scene" status signal to Computer-Aided Dispatch ("CAD"). For purposes of measuring response times, the official time will be the time displayed by the CAD system in use at the Public Safety Answering Point ("PSAP").
  - 5.3 Arrival on scene means the moment an Ambulance crew notifies the PSAP (verbal or electronic) that it is fully stopped at the location where the Ambulance will be parked while the crew exits to approach the patient.
    - 5.3.1 In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes, stand by in the area calls, etc.), arrival "on scene" will be the time the Ambulance arrives at the designated staging location or "on scene in the area".
    - 5.3.2 In the instance of apartment or business complexes, such transmission shall not be made until the Ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. In instances when the Ambulance fails to report "on scene," the time of the next communication with the Ambulance will be used as the "on scene" time. However, PVH may appeal such instances when it can document the actual arrival time through other means.
  - 5.4 Response Time Compliance Standard
    - 5.4.1 PVH must operate the Emergency Ambulance service so as to achieve 90% response time compliance in each Zone every month, measured separately for 911 emergent and non-emergent calls. Exceptions will be reviewed on a case-by-case basis.

5.4.2 For example, to be in compliance for 911 emergent responses in Zone 1, PVH must place an Ambulance on scene for each emergent call within 8\_ minutes and \_00 seconds (8:00). Response time requirements are set forth below for 911 emergent and non-emergent calls within each Zone.

5.5 Response Time Requirements

Priority	Nature	Medical Priority Dispatch System
Emergent	Life threatening emergency	EMD determinants: Echo, Delta & Charlie
Non-Emergent	Non-life threatening emergency	EMD determinants: Bravo, Alpha and Omega Calls without a MPDS classification*

\* Initially uncoded medicals will be treated as non-emergent for response time assessment.

ZONE	EMERGENT	NON-EMERGENT
Zone 1	___8:00 minutes	12:00 minutes
Zone 2	_____minutes	_____minutes

5.6 Uncoded Medicals, Upgrades, Downgrades and Reassignment

- 5.6.1 Uncoded Medicals are required to meet the non-emergent response time for each designated Zone.
- 5.6.2 Upgrades - If an assignment is upgraded (non-emergent to emergent), prior to the arrival on scene of the first Ambulance , PVH's compliance with contract standards will be calculated from the time of first unit assigned to arrival on scene based on a non-emergent response .
- 5.6.3 Downgrades - Downgrades may be initiated by the PSAP or medically trained First Responders as authorized by the Medical Director. If an assignment is downgraded (emergent to non-emergent) prior to the arrival on scene of the first Ambulance, PVH's compliance with contract standards will be calculated from the time of first unit assigned to arrival on scene based on a non-emergent response.
- 5.6.4 Reassignment Enroute - If an Ambulance is reassigned by CAD enroute prior to arrival on scene (e.g. to respond to a higher priority request), PVH's compliance will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an Ambulance on the scene from which the Ambulance was diverted.
- 5.6.5 Cancelled Enroute - If an Ambulance is cancelled by the Incident Commander or Dispatch, after an assignment has been made but prior to the arrival of the first Ambulance, and no Ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late" for the purpose of contract compliance. If the elapsed response time at the moment of cancellation is within the response time requirement for the assigned priority of the call, the unit will be determined "on time" for the purpose of contract compliance.
- 5.6.6 Each Incident a Single Response - Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the 1st Ambulance dispatched and the on-scene time of the first arriving Ambulance will be used to compute the response time for the incident.

## 5.7 Response Time Exceptions and Exemptions

- 5.7.1 PVH shall maintain mechanisms for reserve capacity to increase emergency response should temporary system overload persist. However, it is understood that from time to time unusual factors beyond PVH's reasonable control may affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions, declared disasters, reassignment enroute, or periods of unusually high demand for emergency services.
- 5.8 Unusually high demand for emergency responses - For the purpose of considering exemption requests, unusually high demand for emergency responses will be defined as hourly requests for service which exceed the previous 20-week demand for maximum simultaneous peak call volume.
- 5.8.1 PVH must demonstrate that all units provided for in the System Status or Deployment Plan were available, or assigned to 911 calls when requesting exceptions to response time requirements based on demand.
- 5.9 Ambulance failures, equipment failures, inability to staff - Ambulance failures, equipment failures, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements.
- 5.9.1 If PVH determines that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond PVH's reasonable control," PVH may provide detailed documentation to EFPD and request that EFPD exclude these runs from response time calculations. Any such exception request must be made in writing and received by the Fire Chief or their designee with the required monthly report. EFPD will review the request and issue a determination. Any response time requirement changes proposed by PVH will be reviewed on a case by case basis by EFPD. EFPD reserves the right to accept or reject each proposal based on evaluation of the totality of the circumstances.
- 5.10 Performance Expectation

- 5.10.1 PVH shall maintain ninety percent (90%) compliance with established Response Time standards, as stated in 5.5 and 5.6. Overall response time compliance shall be determined for the entire response area, not per Response Zone. PVH shall provide a written compliance report, including response time data and compliance measures for both emergent and non-emergent response throughout the entire response area. Also included in the report shall be all raw response performance data. The compliance report shall be delivered to EFPD no later than the 10th day of each month for the previous month.
- 5.10.2 PVH shall pay penalties to EFPD each and every month that PVH fails to attain response time compliance. Penalties shall be paid within thirty (30) days of receipt of report indicating non-compliance. Penalties adjusted per remediation as outlined in Section 5.10.4 shall be paid within thirty (30) days of acceptance of the remediation plan. Penalties paid for non-compliance shall be as follows:

Non-Compliance Penalties			
Compliance	85% to <90%	80% to <85%	<80%
30-Day Compliance	\$50,000	\$100,000	\$200,000
60-Day Compliance	\$100,000	\$200,000	\$400,000

- 5.10.3 Penalties for non-compliance may be reduced or waived if PVH has demonstrated 12 consecutive months of compliance prior to non-compliance.
- 5.10.4 Penalties for non-compliance may be reduced by completing the remediation process as outlined in Exhibit "\_\_\_\_\_". PVH may request penalty reduction through remediation by submitting a written request to EFPD within thirty (30) days of the

end of the month in which compliance was not met. After such a request, PVH shall submit the completed remediation plan within fifteen (15) days. EFPD shall review and respond to the remediation plan within fifteen (15) days and shall indicate what reduction in penalty, if any, is appropriate.

5.10.5 Should PVH elect to pursue remediation, subsequent compliance is conditional upon successful follow through and implementation of all elements of the remediation plan in addition to meeting the response requirements as outlined above.

## 6. Dispatch Requirements

6.1 As a condition of this Agreement, PVH shall enter into a contract with Weld County Communications for dispatch and communication services.

## 7. PVH Responsibilities

7.1 Crew Qualifications - All PVH response personnel will maintain Colorado Department of Public Health and Environment Certification/Licensure as appropriate and meet all other applicable State and Weld County requirements.

7.1.1 Each Advanced Life Support (ALS) ambulance assigned to respond within EFPD jurisdiction shall be staffed with one (1) certified Paramedic and one (1) certified Emergency Medical Technician (EMT) or above.

7.1.2 Each Basic Life Support (BLS) ambulance assigned to respond within EFPD jurisdiction shall be staffed with two (2) certified EMTs or above.

7.2 Education and Training: Both parties offer continuing education courses to their employees and agree to extend access to such courses to employees of the other party.

7.3 Key Performance Indicators: PVH shall establish and carry out its own comprehensive performance improvement (PI) program and should not be limited to clinical functions. PVH shall prepare an annual PI program plan delineating specific initiatives and outcomes and provide monthly updates for all PI initiatives.

7.4 Quality Assurance and Quality Indicators: PVH shall conduct regular Quality Assurance of EMS Patient Care Reports. PVH shall conduct targeted reviews of certain call types across the service areas based on services provided (i.e. spinal immobilization, pain management, etc.) These reviews will be used to ensure that care delivered pursuant to this Agreement meets and exceeds nationally accepted benchmarks. Each party, to the extent allowed under applicable privacy laws and regulations, shall make any report related to the services provided pursuant to this Agreement available to the other party within a reasonable time after the report is completed.

7.5 PVH shall make reasonable efforts to have ambulances available with 4-wheel drive capability for response within EFPD jurisdiction during periods of inclement weather or as conditions dictate the need for such capability.

7.6 All consumable medical supplies, including medications shall be restocked by PVH on a one for one basis. All medical equipment shall be in good repair and in safe working order at all times and shall not be expired according to the date listed on the specific item. Each ambulance will be fully stocked and there will be sufficient medical equipment and consumable supplies to accommodate replacement during repair and for time of excessive demand in the system.

8. Personnel Conflict Resolution Process

- 8.1 Conflicts involving PVH's employees and EFPD that cannot or should not be resolved on an individual level will be resolved through a formal conflict resolution process as agreed upon by EFPD and PVH.
- 8.2 Any concerns or conflicts that may affect portions of this contract will be communicated to EFPD and the appropriate supervisors in writing.

9. Destination Policies

- 9.1 PVH will follow all state and local, destination policies and protocols, including all state and regional rules and regulations regarding transport criteria to appropriate facilities and patient requests.
- 9.2 PVH will utilize appropriate transport options (i.e. helicopter) for critical patients, as necessary, even if such transport is not part of PVH's service.

10. Command and Control

- 10.1 At emergency response scenes where PVH is present, EFPD has the responsibility for overall scene safety and management.
- 10.2 PVH is included in standard operating procedures within the incident command system and has command responsibilities prior to the arrival of EFPD.
- 10.3 Once EFPD arrives on scene, the command responsibility is transferred to the ranking officer of EFPD.
- 10.4 Whenever there is a question as to medical treatment of a patient, the final decision shall be made by the highest level medical provider on scene. In the event the disagreement is between providers with equal EMS certification or licensure, on-line medical control should be contacted.

11. \_\_\_\_\_ Responsibilities

- 11.1 Business Associate Agreement: \_\_\_\_\_ shall abide by the terms of the Business Associate Agreement, attached as Exhibit C and incorporated herein.

12. Indemnification

- 12.1 To the extent permitted by law, EFPD agrees to indemnify, defend, and hold harmless PVH from and against any and all claims, judgments, costs, liabilities, damages, and expenses, including attorney fees whatsoever arising from any acts or omissions in the provision of services by EFPD under this Agreement.
- 12.2 PVH agrees to indemnify, defend, and hold harmless EFPD from and against any and all claims, judgments, costs, liabilities, damages, and expenses, including attorney fees whatsoever arising from any acts or omissions in the provision of services by PVH's employees under this Agreement.

13. Payment and Billing

- 13.1 Patient Billing and Collections: During the term of this Agreement, PVH shall be solely responsible for, and solely entitled to, billing and collection of all charges for all Contract Services provided by PVH in connection with this Agreement ("Billings for Contract

Services"). All Billings for Contract Services will be under PVH's own provider number and at its own expense.

14. Term and Termination

14.1 Term: The term of this Agreement shall be from the Effective Date through December 31, 2026. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless terminated as provided herein.

14.2 Termination: This Agreement may be terminated without cause by PVH or EFPD upon one hundred and eighty (180) days prior written notice of termination to the other party.

14.3 Immediate Termination: EFPD may terminate this agreement immediately when quality of care or patient safety is deemed by EFPD to be at unreasonable risk due to acts or omissions by PVH if such act or omission remains uncured following thirty (30) days' prior notice.

15. Assignment: This Agreement may not be assigned, delegated, or transferred by either party without the written consent of the other.

16. Modification: This Agreement may not be modified, except by written agreement executed by the Parties, provided if PVH deems modification necessary to comply with IRS requirements, 42 U.S.C. 1320a-7b or 42 U.S.C. 1395nn or other applicable laws, PVH may modify this Agreement to the extent necessary to comply with the applicable law.

17. Regulatory Compliance

17.1 Obligation Subject to Annual Appropriation.

17.2 In so far as the financial obligations of EFPD as contained herein may be deemed to be multi-year financial obligations under Article X, Section 20 of the Colorado Constitution, such obligations shall be subject to annual appropriation of funds by the EFPD governing board. Notwithstanding anything herein to the contrary, in the event of non-appropriation, EFPD shall have the right to terminate this Agreement at the end of its then current fiscal year without penalty or other legal consequence. Notice of such intended non-appropriation shall be given by EFPD at the earliest possible point in time during the preparation of its annual budget for the ensuing fiscal year, but in no event later than December 1 of the then current fiscal year.

17.3 In performing this Agreement, the parties agree to comply with all applicable state and federal laws.

17.4 Prior to executing this Agreement, Contractor has completed the certification attached to this Agreement as EXHIBIT D. Contractor has confirmed the employment eligibility of all employees newly hired to perform work under this Agreement through participation in either the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program. Contractor shall not use either the Federal E-Verify Program or the Colorado Department of Labor and Employment Verification Program procedures to undertake preemployment screening of job applicants while performing this Agreement.

17.5 In addition, Contractor shall not (a) knowingly employ or contract with an illegal alien to perform work under this Agreement; or (b) enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the

subcontractor is employing or contracting with an illegal alien; and (2) Terminate the subcontract with the subcontractor if, within three days of receiving the notice required above, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S. Furthermore, in addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to Contractor's breach of the obligations set forth in this paragraph, Contractor shall be liable for actual and consequential damages to the District pursuant to Section 8-17.5-102(3), C.R.S.

18. Independent Contractor Relationship

18.1 In performance of this Agreement, it is mutually understood and agreed that PVH is at all times acting and performing as an independent contractor and will determine the method and means of performing the Contract Services. The sole interest and responsibility of EFPD is to ensure that the Contract Services shall be in accordance with applicable law, recognized standards of professional practice and the terms of this Agreement. PVH employees shall remain employees of PVH for all purposes and all employee insurance requirements or withholdings for PVH employees shall be the sole responsibility of PVH.

18.2 PVH shall have the right to perform the Contract Services for individuals or entities other than EFPD during the term of this Agreement as long as PVH continues to meet the terms of this Agreement.

19. Access to Documentation

19.1 For the purpose of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any-written regulations thereto, EFPD agrees to comply with statutory requirements governing the maintenance of documents to verify the cost of services rendered under this Agreement as follows:

19.1.1 Until the expiration of four years after the furnishing of such services pursuant to this Agreement, EFPD shall make available, upon written request to PVH and/or the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of EFPD that are necessary to certify the nature and extent of such costs.

20. Notice

20.1 All notices and other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, or by electronic facsimile, addressed or delivered as follows:

If to PVH:  
Poudre Valley Hospital  
Attention: President/CEO  
1024 South Lemay Avenue  
Fort Collins, CO 80524

With a copy to:  
PVH Legal Department  
2315 E. Harmony Rd.  
Ste. 200  
Fort Collins, CO 80528

If to EFPD:  
Evans Fire Protection District  
Attention: Fire Chief  
2100 37<sup>th</sup> Street,  
Evans, CO 80620

Either party may change the address to which notices are to be delivered by giving notice herein provided. Any notice shall be deemed to have been given if hand delivered or sent by electronic facsimile, as of the date delivered or transmitted, or if mailed as provided herein, on the third day after mailing.

21. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Colorado.

22. Modification and Waiver

This Agreement can be amended only with a written agreement executed by the parties at the time of the modification. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed a waiver of any other breach of the same or any other provision hereof.

23. Severability

If any one or more of the terms, provisions, promises, covenants or conditions of the Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, or shall be determined by the ruling or interpretations of a Governmental agency or new legislation, to cause either party to perform an act which threatens its governmental provider or tax status, then such terms shall be deemed stricken from this agreement, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the aforesaid, should the severance have the effect of materially altering the meaning of this Agreement, this Agreement shall be void.

24. Interpretation

No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

25. Disclosure

Neither party to this Agreement will disclose to anyone, without the other party's prior written permission, the nature or content of any oral or written communication, or any information gained from the inspection of any record(s) or document(s) submitted to each party under this Agreement, including the terms of this Agreement, information obtained from corporate or personal records or documents; and neither party will permit inspection of any papers or documents related to this engagement without the other party's prior written consent unless such disclosure is required by law or valid court order.

26. Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

27. Alternate Dispute Resolution



In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the local District Court of Weld County.

28. Attorney's Fees

For any dispute arising from or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

29. Governmental Immunity

No provision of this Agreement shall be construed as a contractual waiver of any immunities or defenses provided, by the Colorado-Governmental Immunity-Act-Section-24-10-101-et seq., C.R.S., as amended from time to time, and any other applicable law.

30. Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral and written agreements with respect hereto.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their authorized officers as evidenced by their signatures below.

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**EXHIBIT A**

<Insert Response Area Map>

**EXHIBIT B**

Key Performance Indicators (SUGGESTED)

Key Performance Indicators (KPI) will be reported to on a monthly basis and annual basis.

KPIs to be reported shall include:

- Requests for Service: A report outlining requests for service, sorted by call type
- Response Times: see Section 5 for specific standards
- Destination Report: A report outlining Hospital Destinations
- Training: A report of all education and training provided
- After Action Reports: A report of all after actions reports conducted by PVH crew and \_\_\_\_\_
- Staff.
- Quality Assurance Reports: A report of all patient complaints received by PVH.
- Additional Activities: A report of additional activities to include; Fire Standbys, Community Outreach Activities, Special Event Coverage, etc.

**EXHIBIT C**

<Insert PVH Business Associate Agreement>

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## *Evans Fire Protection District Staff Report*

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**DATE:** November 27, 2023  
**SUBJECT:** Review & Consider Training Tower Bids  
**PRESENTED BY:** Captain Jay Deibel

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**AGENDA ITEM DESCRIPTION:**

The deadline for bids in response to the Training Tower RFP was November 15<sup>th</sup>. Despite multiple vendors expressing interest in the project, only one bid was received. That bid is included as a separate document.

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**STAFF RECOMMENDATION:**

Staff requests input on the Training Tower project.

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# ADMINISTRATIVE REPORT



## New ESO Reporting System

- We are continuing to work with ESO on transitioning to the new system but have run into a few obstacles with scheduling on their end. We are still proceeding; it will just be delayed.

## Auto/Mutual Aid

- We have begun discussions with Front Range Fire on how we can strengthen our automatic aid. This will be discussed more throughout the first quarter of 2024.
- EFPD and surrounding agencies are working with dispatch to ensure that if mutual aid is requested for the “next closest unit” on major incidents, that the closest appropriate unit will be dispatched regardless of the agency requesting.

## EMS

- Joint CMEs will be continuing in 2024 with LaSalle and Platte Valley through NIM Medical. They are an accredited company who will be able to help with all EMS certifications.

## Shared Fire Marshal

- The assessment center and interviews were conducted on 11/3 with three candidates. EFPD and Platte Valley agreed on extending a conditional offer of employment to Greg Becker from Greeley Fire. Mr. Becker will be completing the final steps in the process and if all goes well, will start in January 2024.

## Current Staffing:

- 23 total staff members
  - 17 active shift firefighters
    - 1 vacant firefighter position
  - 3 full-time administrative staff
  - 2 part-time firefighters

## Around the Firehouse

- On 10/24, C-Shift responded to the area of 42<sup>nd</sup> Street & Boulder for a reported house on fire. Once on scene, it was determined that it was a Halloween decoration made to look like the house was on fire.
- On 10/27, A-Shift responded mutual aid with Greeley Fire to Leprino Foods (1302 1<sup>st</sup> Ave.) for a fire in one of the HVAC units. There were no injuries, and the fire was contained to a single unit.
- On 10/31, C-Shift responded mutual aid with Platte Valley and LaSalle Fire for a structure fire in the area south of Kersey. The fire burned a small hay shed with no damage to any neighboring structures. There were no injuries.
- On 11/2, A-Shift responded mutual aid with Greeley Fire for a grass fire in the 2000 block of 4<sup>th</sup> Ave.
- B-Shift participated in a Trick or Treat event at the Evans VFW on 10/29.

## Fire Prevention Bureau Updates

### Projects that are currently in various stages of the review process.

- **Solstice (Peakview) Subdivision (SW of 65<sup>th</sup> Ave & 37<sup>th</sup> St.)** – 1100 +/- dwelling units and 20 acres of commercial between 65<sup>th</sup> Ave and Two Rivers Pkwy. The final plat has been approved and one of the developers is again looking at the site with the City.
- **Grapevine Hollow** - Proposal for the development of vacant land for seven new lots of single family residential. The site plan has been approved by the Fire District and the City is waiting on a signature of the development agreement.
- **Village Park Apts. (1655 37<sup>th</sup> St.)** - New 4 plex townhomes on a vacant lot. Construction plans have been reviewed and approved for construction by EFPD. No current construction timeframe.
- **Saddleback at Wildhorse (East & South of the current Wildhorse project)** - Proposal of 11 three-story buildings with a clubhouse. Site plan and development agreement have been signed. Awaiting construction plans.
- **Drive Thru Carwash (Southwest Corner of Hwy 85 & 31<sup>st</sup> St.)** - Proposal to construct an automated carwash adjacent to the planned McDonalds. Site plan has been reviewed and approved by the Fire District. They're waiting for a signature on the development agreement.
- **Freedom Parkway PUD (SE Corner of 47<sup>th</sup> Ave & 37<sup>th</sup> St.)** - Proposal to develop approx. 70 acres of land for use as attached single family as well as light commercial. Site plans are in development, we are awaiting submittal for review.
- **PDC Master Plan (Southeast side of EFPD)** - PDC is developing a master plan for oil wells with some of them being within EFPD jurisdiction. The local area and emergency action plans have been reviewed and approved by the Fire District. They are projecting their portion in the Fire District will be done in the 3<sup>rd</sup> & 4<sup>th</sup> Quarter of 2024 and in 2027.
- **Landmark Self Storage (3800 blk of 35<sup>th</sup> Ave.)** - Proposal to build approximately 350 self-storage units directly south Hunter's Reserve Plaza. Site plan has been reviewed and approved. They are waiting for a signature on the development agreement.
- **Murphy Express (Northwest corner of 37<sup>th</sup> St. & HWY 85)** - Proposal to demolish two buildings on the site and construct a gas station. The site plan has been reviewed and sent back to the developer.
- **The Mexica Center (Approx. 3500 blk of 23<sup>rd</sup> Ave.)** - Proposal to build and approx 40,000ft<sup>2</sup> +/- building for use as a recreation center as well as a youth center. Project is in the very beginning stages with no timetable for construction.

### The following construction projects are in various stages of progress/completion.

- **Reserve at Crescent Cove (North of existing Crescent Cove Apts.)** – 12 buildings with a total of 288 units are proposed along with a dog park, clubhouse and a pool. Civil construction is ongoing, curb and gutter have been installed for the first phase and they are beginning to install the underground fire lines for the apartment fire suppression systems. Plans for the first five buildings and clubhouse have been reviewed and approved for construction.
- **Quick Trip (665 31<sup>st</sup> St)** - Construction of a new gas station facility on the site of the old Stampede truck stop. Final testing and inspections have been completed and they are fully operational.
- **Hiroshi Teriyaki Grill (3304 37<sup>th</sup> St. #2)** - Construction is completed and they have passed all final acceptance testing and inspections. The Fire District has approved their Temporary Certificate of Occupancy (TCO)

- **Starbucks (3341 23<sup>rd</sup> Ave)** - Proposal to build the coffee shop to the south of Big O Tires. Civil construction has begun on the site.
- **Liberty Draw (Approx. 3900 blk of 37<sup>th</sup> Street)** – Proposal of a subdivision to include up to 400 total single and multi-family dwellings. They have constructed the roads for the first phase and multiple single family houses are under construction or have been completed. They are also beginning construction on some of the townhomes.
- **Moffat Glass (Old Great Outdoors RV)** - Proposal to move their business to this address. The site plan has been reviewed and approved by the Fire District. The remodel is mostly completed, and they have received approval to occupy the east portion of the building for sales and administration. The west half of the building is nearing completion and will be ready for final inspections by December.
- **McDonalds (Southwest Corner of Hwy 85 & 31<sup>st</sup> St.)** - Proposed plans for a fast-food restaurant on the vacant property. The development agreement has been signed and building plans have been approved. They are working on realigning West Service Road to match the road on the north side of 31<sup>st</sup>, once the realignment is completed, they will begin construction on the site itself.

#### Businesses that have ongoing fire code compliance issues

- No businesses have any compliance issues, but there are multiple fire hydrants that we have found that have either been removed or struck by vehicles. The City is aware and is working to come up with a solution.

#### Fire Prevention/PR News

- We will be participating in the City of Evans annual holiday lighting ceremony and giving Santa a ride on the fire truck to kick off the event. This will be at 6pm on Friday, December 1<sup>st</sup>.



# October 2023 Incident Statistics

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INCIDENT COUNT		
Incident Type	Incidents October 2023	<i>Incidents October 2022</i>
EMS	137	147
FIRE	72	62
<b>TOTAL</b>	<b>209</b>	<b>209</b>

AUTOMATIC & MUTUAL AID		
	October 2023	<i>October 2022</i>
Aid Given	12	5
Aid Received	15	3

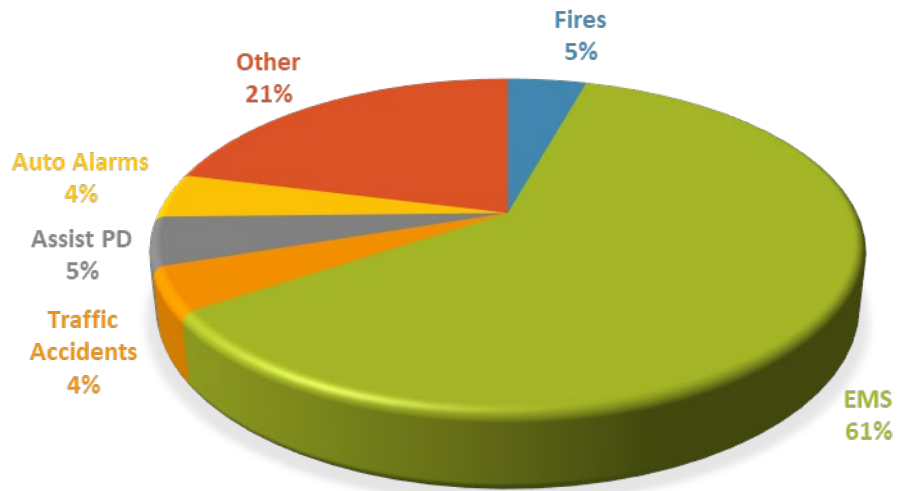
\*12 calls for EMS aid

\*2 calls for EMS aid

OVERLAPPING CALLS	
# Overlapping October 2023	<i># Overlapping October 2022</i>
50 / 23.92%	62 / 29.67%

FIRE PREVENTION ACTIVITY	October 2023	YTD
Fire Inspections – includes annual, construction, re-inspect, and Fire Code Consultation	18	126
Plans Reviewed	2	55
Investigations	1	11
PR Events	3	14

## October 2023 Major Incident Types

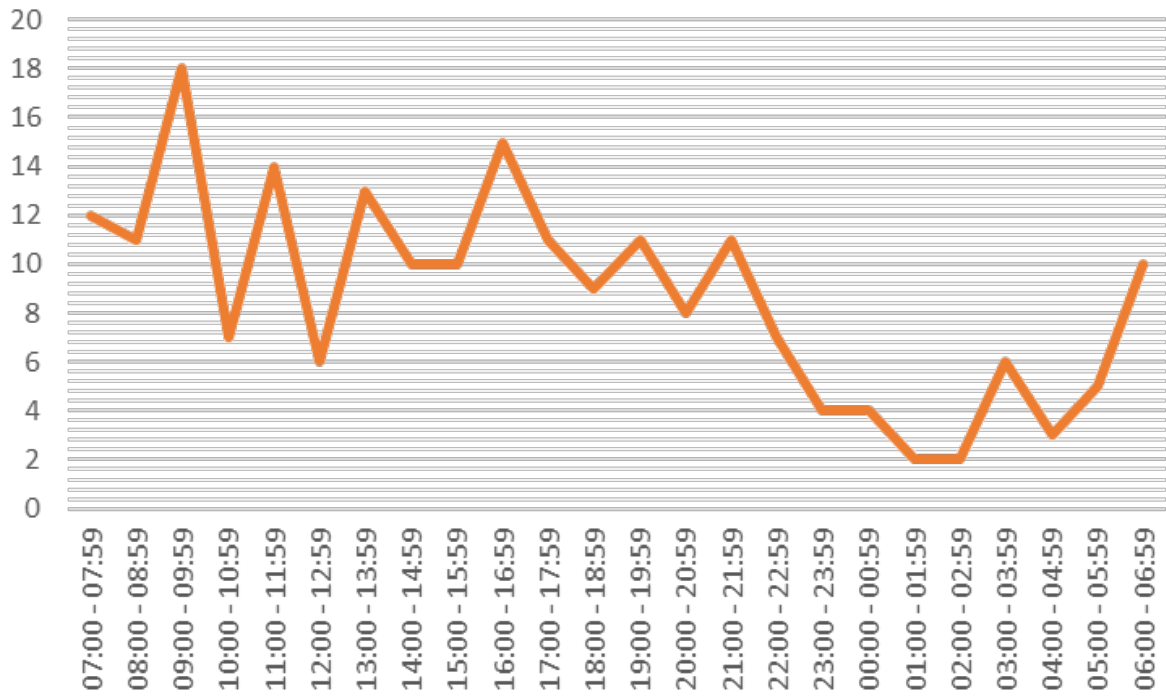


### “Other” Incident Types

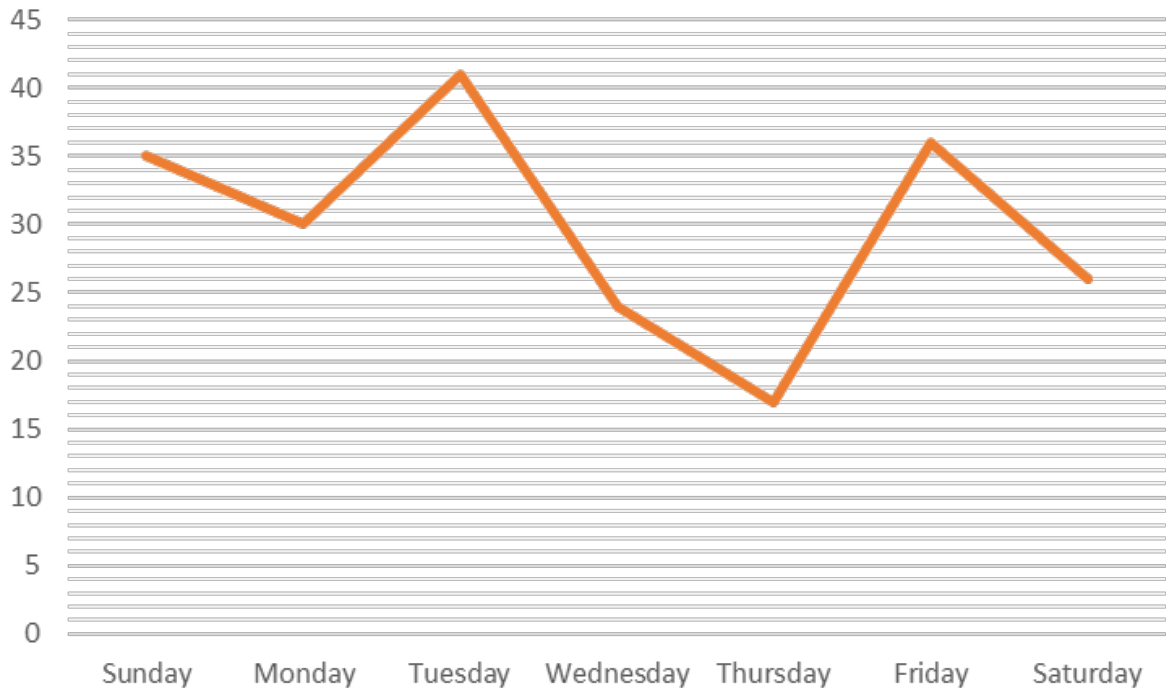
412 - Gas leak (natural gas or LPG)	1
444 - Power line down	2
511 - Lock-out	1
522 - Water or steam leak	2
531 - Smoke or odor removal	2
541 - Animal problem	1
553 - Public service	1
554 - Assist invalid	14
561 - Unauthorized burning	1
571 - Cover assignment, standby, moveup	2
611 - Dispatched & cancelled en route	7
621 - Wrong location	1
622 - No incident found on arrival at dispatch address	9



Incidents by Time of Day – October 2023



Incidents by Day of the Week – October 2023



## Two-Company Staffing

- In this chart, two company staffing is presented as the number of 24-hour shifts that required PT Coverage or Staffing Overtime to maintain two companies. The total percent of shifts that had two companies is represented also.
- Staffing was low in October due to a Full-time Firefighter vacancy.

