

**INTERGOVERNMENTAL AGREEMENT TO
PROVIDE FIRE PROTECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ____ day of _____, 2010, by and between the **CITY OF SHERIDAN**, a Colorado home rule municipality located in Arapahoe County, Colorado (“**Sheridan**”), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (“**Denver**”).

RECITALS:

WHEREAS, Sheridan and Denver currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of persons and property in their respective communities; and

WHEREAS, Sheridan is bordered by Denver, and the fire departments of Denver and Sheridan have a recent history of working in close harmony on matters of mutual concern, and are parties to a Mutual Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, Sheridan’s Fire Department is fully equipped to serve an area which is significantly larger than the area within the municipal boundaries of Sheridan, but the municipal boundaries prevent the same and prevent the spreading of the cost of a first class fire operation more economically; and

WHEREAS, both Sheridan and Denver could enjoy significant cost savings for their citizens if Denver assumed primary responsibility for the provision of fire suppression services in Sheridan as provided in this Agreement, while at the same time preserving the high level of fire service each city currently enjoys; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by section 29-1-203, C.R.S.

NOW, THEREFORE, in consideration of the foregoing premises, and the terms and conditions contained in this Agreement, the Parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Sheridan and Denver as regards the transitioning of fire suppression service within Sheridan to the Denver Fire Department. Among other things, this Agreement describes the parties’ obligations, during both an interim period and thereafter, with respect to personnel, property, fire and fire related services, and payment. This Agreement is not intended to and does not establish a separate

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governmental entity for the performance of any function.

2. **TERM:** This Agreement shall commence September 15, 2010, and shall expire December 31, 2012, unless earlier terminated as provided herein.

3. **FIRE SUPPRESSION/INTERIM PERIOD:** Denver agrees to provide fire suppression services within the municipal boundaries of the City of Sheridan. The level of fire suppression service will equal that provided to Denver residents (“**Denver Service Level**”), and will be substantially consistent with the “Chief’s Action Plan” attached hereto and incorporated herein as **Exhibit A**. The Chief’s Action Plan may be amended from time to time in the sole discretion of the Chief of the Denver Fire Department so long as the Denver Service Level is maintained. Between September 15, 2010, and November 1, 2010 when Sheridan’s firefighters are expected to complete Denver’s Fire Academy as provided in section 4 below (the “**Interim Period**”), Denver will use its equipment and personnel located in Denver to respond to and suppress fires in Sheridan. Sheridan acknowledges that during the Interim Period, prior to the transfer of property and personnel as provided in this Agreement, deviations from the Chief’s Action Plan may occur.

4. **SHERIDAN FIRE DEPARTMENT PERSONNEL:**

4.1. **INTERIM PERIOD ACTIVITIES:** During the Interim Period, Sheridan shall cause those of its firefighters who wish to become Denver firefighters to comply with Denver’s application and training requirements. A description of, and schedule for completing, those requirements (the “**Interim Period Requirements**”) is attached hereto as **Exhibit B**, incorporated herein by this reference.

4.2. **DENVER CHARTER:** Sheridan and Denver acknowledge that, under paragraph iii of sub-section 9.3.11(E) of the Denver City Charter, applicants to the Classified Service of the Denver Fire Department who are applying pursuant to an intergovernmental agreement, such as this Agreement, may receive original appointments in the Fire Department upon meeting all qualification and examination standards established by the Denver Civil Service Commission and the Denver Department of Safety, upon being certified to the Manager of Safety, and upon receiving written approval of the Chief of the Fire Department and the Manager of Safety. Under section 9.4.6 of the Denver City Charter, an original appointment made under paragraph iii of sub-section 9.3.11(E) shall include a probationary period determined by the Manager of Safety, and, under sub-section 9.5.5 of the Denver City Charter, the applicant may be appointed to a rank in the Denver Fire Department no higher than the rank of Firefighter 1st Grade.

4.3 **LATERAL APPOINTMENT TO DENVER FIRE DEPARTMENT:**

Sheridan Fire Department personnel who (i) obtain a Certificate of Good Standing from the Sheridan City Manager, (ii) successfully complete the Interim Period Requirements, and (iii) accept offers tendered by Denver's Manager of Safety in accordance with the Denver City Charter and the terms of this Agreement shall become personnel of the Denver Fire Department and shall operate under the direction and control of the Denver Fire Department. Such personnel shall receive lateral appointment to the Denver Fire Department at their current rank, but not higher than the rank of Firefighter 1st Grade, and will be paid at the applicable base salary as defined by the Denver Firefighter Union Local 858 collective bargaining agreement. By "current rank," it is meant that rank within the Denver Fire Department will be determined by the rank most closely matching the personnel's current salary with the City of Sheridan, but in no case higher than the rank of Firefighter 1st Grade. Any personnel whose rank is set at Firefighter 4th Grade will have to complete three (3) months of assigned time in operations before they will be considered as having graduated from the Fire Academy. All lateral appointments are subject to a nine (9) month probationary period. Following lateral appointment and satisfactory completion of probationary period, laterally appointed personnel shall only be eligible to test for promotion after forty-eight (48) months of service in the Denver Fire Department, and after meeting all requirements applicable to each candidate for the promotional process in question. For purposes of seniority within the Denver Fire Department, the date of lateral appointment to the Denver Fire Department will be determinative. As between Sheridan personnel who become Denver firefighters pursuant hereto, the date of appointment to the Sheridan Fire Department shall be determinative. This Agreement is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, Denver will have no responsibility for and will not administer any money purchase or other pension plan for Sheridan personnel.

5. **FIRE PREVENTION:**

5.1 **FIRE PREVENTION SERVICES:** Sheridan reserves and will remain responsible for fire prevention services in Sheridan, including without limitation the enforcement of Sheridan's Building and Fire Codes, periodic fire safety inspections, and issuance of building permits and certificates of occupancy. However, Sheridan agrees to cooperate and coordinate with the Denver Fire Department with respect to fire prevention activities, and the Denver Fire Department will be notified and afforded the opportunity to participate in fire prevention activities, as described in **Exhibit C** attached hereto and incorporated herein.

5.2 **CODE MODIFICATIONS:** At present, Sheridan applies the 2003

International Building and Fire Codes, while Denver applies the 2006 International Building and Fire Codes. Sheridan and Denver wish to make such Codes compatible regarding, among other things, fire standpipe valve outlets, emergency evacuation guidelines, key-actuated emergency access systems, and emergency vehicular access. To that end, Sheridan will, pursuant to its normal Code review and modification process, in good faith consider the adoption of the modifications to its Codes necessary to make the Sheridan and Denver Codes consistent as to the subjects set forth on **Exhibit D**, attached hereto and incorporated herein, and shall provide Denver with a copy of the ordinance(s), if so adopted, making such modifications on or before December 31, 2011.

5.3 **STANDPIPE VALVE THREADING**. Sheridan shall, at its cost and as a condition to Denver's obligation to provide fire suppression services in Sheridan, change all threading on fire standpipe valve outlets to comply with Denver standards. All 1 ½ -inch standpipe hose outlet threading must be changed to the 11 ½ threads per inch to which Denver Fire Department 1 ½-inch hose is threaded.

6. **EMERGENCY MEDICAL SERVICES**: Sheridan reserves and will remain responsible for emergency medical services in Sheridan, including advanced life support and transport to its citizens, and shall retain all equipment and vehicles related thereto. Denver shall provide basic life support services for medical emergencies and advanced life support services on a standby basis for major incidents in Sheridan. The level of standby support shall be at the same level as that for similar incidents occurring in Denver. Sheridan and Denver shall cooperate in ensuring any needed coordination of fire and emergency medical services.

7. **ARSON AND FIRE INVESTIGATION**: Denver shall perform all cause and origin fire investigations in Sheridan, consistent with its investigative practices and procedures within Denver. Sheridan will facilitate discussions with officials of Arapahoe County and the 18th Judicial District, and with social services agencies and the juvenile court system, as necessary to allow performance by Denver of fire and arson investigation activities involving or resulting from or in the commission of a criminal act in Sheridan during the period of this agreement. Sheridan Police will be responsible for arrests resulting from Denver's Fire investigation activities, and will assist the Denver Fire Department in its investigative activities as may from time to time be requested by Denver. Sheridan and Denver will cooperate in establishing a means of radio communication between the Sheridan Police Department and the Denver Fire Department.

8. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES**: Sheridan will provide for dispatch services for all emergency 9-1-1 ("E-911") calls. Fire-related E-911 calls will be

immediately dispatched to the Denver Fire Department dispatchers by Sheridan or its designee dispatchers through a "Tandem Transfer" of the Automatic Number Identification and Automatic Location Identification ("ANI/ALI") received by the Sheridan or its designee dispatcher(s). Sheridan will operate through its E-911 Authority Board's Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display. Sheridan, in conjunction with its 911 service providers, will make any changes to its Public Safety Answering Point equipment necessary to expedite the transfer of "E-911" information to the Denver Fire Department dispatchers, thereby minimizing any delay to the citizens. In the event of an outage of Sheridan's E-911 equipment, E-911 calls will be routed to Sheridan's default routing agency, currently the Arapahoe County Sheriff's Department. Testing of the E-911 will be conducted and completed by close of business three (3) days prior to the commencement of this Agreement, to insure the seamless transfer of services.

9. **PROPERTY TRANSFER**

9.1 **EQUIPMENT AND ROLLING STOCK**: Sheridan grants and conveys to Denver all of Sheridan's right, title, and interest in and to the equipment and rolling stock listed on **Exhibit E** attached hereto and incorporated herein ("Equipment and Rolling Stock"). On or before November 1, 2010, Sheridan shall deliver to Denver: (a) a duly executed bill of sale conveying title to and all rights in the Equipment and Rolling Stock; and (b) with respect to vehicles, a duly endorsed certificate of title showing transfer of title to Denver. Any other Sheridan apparatus, vehicles, or equipment not specifically identified in this Agreement shall remain the property of and in the possession and under the control of Sheridan.

9.2 **FIRE STATION FACILITY**: Sheridan shall lease to Denver, commencing November 1, 2010, and terminating December 31, 2012, that portion of its building at 4101 South Federal Boulevard depicted in Attachment 1 to **Exhibit F** (the "Fire Station Facility") for the total sum of \$1.00, pursuant to a Lease Agreement in substantially the form set forth in **Exhibit F** attached hereto and incorporated herein. Sheridan shall pay all utilities for the Fire Station Facility.

10. **PAYMENTS BY SHERIDAN**: For the term of this Agreement following the Interim Period, Sheridan shall pay Denver one hundred fifty thousand dollars (\$150,000.00) per month, to be paid by the tenth day of each month, beginning with November of 2010 and running through December of 2012, subject to annual appropriations. As a credit for the Sheridan Equipment and Rolling Stock being transferred to Denver, Sheridan's monthly payments for the months of November 2010 and December 2010 shall each be reduced to equal zero dollars (\$0.00), and the

monthly payments from January through December of 2011 shall each be reduced by five thousand dollars (\$5,000.00). If payment is not received by the tenth day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.

11. **JOINT ADVISORY BOARD/DISPUTE RESOLUTION:** The parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Sheridan and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Sheridan and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Sheridan and Denver in providing fire services and shall provide input and recommendations on policies and procedures to Sheridan and Denver. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on a quarterly basis, beginning thirty (30) days after the effective date of this Agreement. During the Interim Period, the joint advisory board shall, among other things, develop and distribute the procedure for the submission of issues to the board. Neither Sheridan nor Denver may initiate litigation to resolve any dispute arising hereunder without first attempting to resolve the dispute by referring it to the joint advisory board.

12. **LIABILITY:** Each party to this Agreement shall be an independent contractor, and no party or such party's agents, officers and employees shall be deemed to be an agent of the other party. Each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Sheridan and Denver are each responsible for their own negligence and that of their agents, officers and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101 et. seq. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act, or as an assumption of any duty for the benefit of any third party.

13. **NO PERSONNEL MODIFICATION:** Except as provided in section 4.3 above, nothing contained in this Agreement, and no performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pensions levels or types of training, internal discipline certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment.

14. **NOTICES:** Any notice, demand or request pursuant to this Agreement shall be

mailed or faxed to the parties at the following addresses or to such other or additional notice recipients as either party may reasonably designate:

To Denver:

City and County of Denver
Fire Department
745 West Colfax Avenue
Denver, CO 80204
Attention: Deputy Chief
(720) 913-3438
(720) 913-3587 (FAX) (Attn: Operations)

With a copy to:

Denver City Attorney's Office
201 W. Colfax Ave., Dep't. 1207
Denver, CO 80202
720 913-3180 (FAX)(Attn: Municipal Operations)

To Sheridan:

City of Sheridan
4101 South Federal Boulevard
Sheridan, CO 80246
Attention: City Manager
(303) 762-2200
(303) 438-3398 (FAX)

15. **TERMINATION**: Either party may terminate this Agreement by providing the other party with written notice of terms and conditions which are deemed to be in default by the party served. The party served shall have an opportunity to cure said defaults within a sixty (60) day period of receipt of the notice of default. In the event that the party served has not cured the purported default within the 60-day period, or has not made reasonable provisions for the cure of that default, this Agreement shall then terminate. If this Agreement is terminated prior to June 30, 2012 by reason of Denver's default, or because Denver fails to appropriate funds pursuant to paragraph 16 below, then Denver shall return to Sheridan all Equipment and Rolling Stock listed in **Exhibit E**, in the same condition in which it was received, ordinary wear and tear excepted.

16. **APPROPRIATIONS**: The obligations of the parties hereunder, including without limitation the obligation of Denver to provide fire suppression services in Sheridan and of Sheridan to make certain payments to Denver, shall extend only to monies duly appropriated by each city for the purposes of this Agreement. Neither Sheridan nor Denver intends by this Agreement to irrevocably pledge present case reserves for payments or services in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial

obligation of the Sheridan or Denver.

17. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance by either of the parties hereunder constitute or be construed to be a waiver by such party of any breach of covenant or condition or any default which may then exist on the part of the other party; and no assent, expressed or implied, to any breach of anyone or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

18. **EXAMINATION OF RECORDS:** Sheridan and Denver agree that any duly authorized representative of each city, including in Denver's case the City Auditor or his representative, shall, until the expiration of three (3) years after the final termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the other, involving transactions related to this Agreement.

19. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

20. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Sheridan and Denver, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties that any person or entity other than the parties named herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

22. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation,

plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

23. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement, expressly superseding any and all prior agreements pertaining to provision of services by one party within the other party's jurisdiction. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

24. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein and Sheridan further agrees not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

25. **LEGAL AUTHORITY:**

A. The parties assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of each of the respective parties, does hereby warrant and guarantee that he/she or they have been fully authorized by such party to execute this Agreement on behalf of such party and to validly and legally bind such party to all the terms, performances and provisions herein set forth.

C. Each party shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of the other party or any of the persons signing the Agreement on behalf of such party to enter into this Agreement.

WHEREFORE, Denver and Sheridan have entered into this Agreement effective as of the day, month and year set out hereinabove.

ATTEST

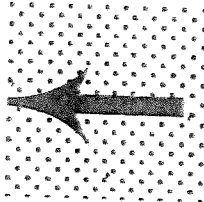
Arlene Sage
Clerk of the City of Sheridan

CITY OF SHERIDAN

By: Dale Hall
MAYOR

APPROVED AS TO FORM:

By: [Signature]
Attorney for the City of Sheridan



ATTEST:

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

By: _____
MAYOR

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for
the City and County of Denver

By: Pat A. Hill
Assistant City Attorney

RECOMMENDED AND APPROVED;

By: [Signature]
Manager of Safety

By: [Signature]
Denver Fire Chief

By: [Signature]
Civil Service Commission

REGISTERED & COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control # RC03020

By: _____
Auditor

EXHIBIT A

CHIEF'S ACTION PLAN

Problem	Engine	5-Inch Hose	Truck	Tower	Heavy Truck	Chief	Rescue	HAMER	RIT	BLS	Special Teams	Notes
10 to Assist Police			1			1						Dispatch Chief
9 to Assist Police			1			1						Dispatch Chief
911 Hang Up	1											
A Automobile	1											
A Automobile - No Injury	1											
A Bicycle	1											
A Bicycle Only										1		
A Building - Investigation	1		1			1						
A Building (Collapse)	1		1			1		1			Confined Space	Significant Mechanism or Damage
A Bus or Lt Rail	1		1		1	1	1	1				
A Highway	1											Directional Specific
A Motorcycle	1											
A Motorcycle Only	1											
A Parties Trapped	1		1		1	1						Rescue As Heavy Truck 1st In
A Pedestrian	1											
A Rollover	1		1		1	1						Rescue As Heavy Truck 1st In
A Unknown Injury	1											
Aircraft Crash	3		2			2	1	1	1			ARFF Units at DIA
Alarm Bells Ringing	1		1			1						
Arson Investigation	1											
Automatic Mutual Aid	1					1						Dispatch Chief
Bomb Threat	1		1			1						
Box Alarm-DFD	1		1			1						
Burnt Food - Investigation	1		1			1						
Burnt Food - With Smoke	2		2			2	1		1			
Carbon Monoxide			1									1 Unit with CO capable meter
Collapse	1		1			1					Confined Space	
Community Services	1		1									1 Unit
Confined Space Rescue	1		1			1					Confined Space	
DIA - Aircraft Crash	3		2			2	1	1	1		ARFF	ARFF Units at DIA
DIA - Amber Alert	1		1			1					ARFF	ARFF Units at DIA
DIA - Red Alert	3		2			2	1	1			ARFF	ARFF Units at DIA
DIA - F Structure	2		2			2	1		1			

DIA - F Structure / Large	3	2		2	1	1	1			
DIA - Train Incident	1	1		1						
Drowning (Near)/Diving								1		Not Open Water Rescue
E CO Poisoning	1	1		1	1					
E Jumper	1	1		1					High Angle	Rescue is part of High Angle Team
E Lift Assist		1								Substitute for Truck with a BLS Unit
E Medical Alarm		1								Substitute for Truck with a BLS Unit
Electrical Short - Investigation	1	1		1						
Electrical Short - With Smoke	2	2		2	1		1			Do You See Smoke?
Elevator Rescue	1	1		1						Rescue as Truck 1st In
Elevator Rescue - High-rise	1	1		1	1					75' or More
EMS								1		
Explosion - Investigation	1									Noise Only
Explosion (Confirmed)	2	2		2			1		Confined Space	With Collapse
F Apartments (3 or More Stories)	3	2		2	1	1	1			Task Force - Do You See Smoke?
F Automobile	1									
F Bus, Motor home, Semi Truck	1	1		1						
F Dumpster	1									
F High Rise	3	2		2	1	1	1			Task Force - Do You See Smoke?
F Hospital	3	2		2	1	1	1			Task Force - Do You See Smoke?
F Illegal Burn	1									
F Nursing Home	3	2		2	1	1	1			Task Force - Do You See Smoke?
F Rail Vehicle (Train)	3	2		2	1	1	1			Task Force
F Reported Out	1	1		1						
F School	3	2		2	1	1	1			
F Structure	2	2		2	1		1			
F Structure - DIA	2	2		2	1		1			
F Structure - DIA / Large	3	2		2	1	1	1			
F Transformer	1									
F Trash	1									
F Warehouse	3	2		2	1	1	1			
F Weed	1									
Fuel Spill	1									
Fuel Spill - DIA Aircraft									ARFF	DIA Fuel Inspector
Fuel Spill - DIA Non Aircraft	1	1								
Hazmat - Investigation	1			1	1					
Hazmat (Full Response)	1	1		1					HAZMAT	Decon
Helicopter Standby	1	1		1						
High Angle Rescue	1	1		1					High Angle	
Ice Rescue	1	1		1					Underwater	

Industrial/Machine	1		1			1	1												
Lockout-Emergency																			1
Lockout-Non Emergency																			1
Natural Gas Leak- Inside	1		1			1		1											
Natural Gas Leak- Outside	1		1			1		1											
Odor Investigation	1		1			1													
Odor Investigation - With Smoke	2		2			2	1			1									Do You See Smoke?
Odor Investigation (Chemical)	1		1			1		1											
Other	1																		
PFAS Class I	1		1			1													
PFAS Class II	1																		
Smoke Investigation - Outside	1																		
Ventilation Only			1																
Water Problem			1																
Water Rescue	1		1			1													Underwater
Wires Down	1																		
Special Teams: Confined Space Team: Tower 1, Collapse Trailer, Rescue, and HAMER High Angle Team: Rescue and Tower 1 HAZMAT Team: Rescue, HAMER 1, Engine 6, and DECON Team (Engine and Tower 9) Underwater Team: Rescue and Engine 1																			
Additional Alarms (above a Task Force Response)																			
	1	2	1	1		1													
																			A standard Engine will be substituted for 5-Inch Hose Engine when necessary. A standard Truck will be substituted for a Tower when necessary.

EXHIBIT B

(Next 29 Pages)

City and County of Denver Civil Service Commission

Firefighter Lateral Original Appointment - 2010 Transitioning of Fire Suppression Services from Sheridan, CO to the Denver Fire Department

Informational Booklet¹

JUNE 14, 2010

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¹ **NOTE:** The provisions contained in this informational booklet do not create or constitute any contractual rights between or among the Civil Service Commission, the City and County of Denver and any individual applicant or employee. The provisions of this informational booklet are related to a proposed *Intergovernmental Agreement to Provide Fire Protection* between the City of Sheridan, CO and the City and County of Denver, CO.

**DENVER CIVIL SERVICE COMMISSION
TENTATIVE EXAMINATION AND SCREENING SCHEDULE
2010 LATERAL ORIGINAL FIRE ACADEMY (SHERIDAN, CO FF PERSONNEL)**

<u>ACTIVITY</u>	<u>DATE</u>
Background History Forms Sent to Sheridan Personnel	(Monday) June 21, 2010
Background History Form returned	(Monday) June 28, 2010
Completion of the Application, Written Test, Behavioral Questionnaire, and Suitability Written Test	(Thursday) July 1, 2010
Suitability Assessment Interviews and Polygraphs start	(Tuesday) July 6, 2010
1 st CPAT Practice Session	(Thursday) July 8, 2010
2nd CPAT Practice Session	(Thursday) July 22, 2010
Results due from Psychologists and Polygraphers	(Friday) July 23, 2010
Background Interviews begin	(Monday) July 26, 2010
Final CPAT Test Administration	(Thursday) August 5, 2010
Background Reports due	(Friday) August 6, 2010
Background Files forwarded to Commissioners for review	(Monday) August 9, 2010
Commissioners vote on review of background files	(Friday) August 20, 2010
Certification of names to Manager of Safety	(Friday) August 20, 2010
Conditional job offers given. Written MMPI-2 administered.	(Monday) August 30, 2010
Medical/Psychological Evaluation, Drug Screens, and Fingerprinting begins	(Tuesday) August 31, 2010
Drug Screen, Medical Exam and Psychologicals due	(Friday) Sept. 10, 2010
Final Job Offers from Manager of Safety	(Monday) Sept. 13, 2010
Tentative Fire Academy start date	(Wednesday) Sept. 15, 2010

INFORMATIONAL SUMMARY

EEO/REQUEST FOR REASONABLE ACCOMMODATION

The City and County of Denver is an Equal Opportunity Employer (EEO). The Civil Service Commission and the Denver Fire Department as agencies of the City and County of Denver are committed to equal employment opportunity and compliance with all laws governing the application and hiring of suitable applicants for employment with the Denver Fire Department.

If any applicant or prospective applicant requires reasonable accommodation (per the Americans with Disabilities Act) in order to participate in any examination phase noted herein, the applicant must advise the Commission in advance, in writing, and provide supporting medical documentation. Each request will be reviewed on a case-by-case basis. The submission of a request does not necessarily mean that the request will be granted.

SALARY AND BENEFITS

2010 Salary: \$45,000 per year.

Benefits: Paid sick leave and vacation
Medical and dental insurance
Uniforms and most equipment furnished
Pension plan

WORK SCHEDULE

The work schedule consists of a 48-hour average work week. Each Firefighter works one day (24 hours) and then has two days (48 hours) off. Every seventh shift each Firefighter is scheduled for an additional day off. At the discretion of the administration, firefighters may also be assigned various other work schedules in accordance with their work assignments.

FIREFIGHTER ACADEMY CLASS

As a result of this examination for candidates from the Sheridan Fire Department, applicants will be considered for a Firefighter Academy class expected to begin September 15, 2010.

THE ABILITY TO PERFORM THE ESSENTIAL JOB FUNCTIONS

Applicants must be capable of performing the essential job functions of an entry-level Firefighter with or without reasonable accommodation. All phases of the examination are designed to measure an applicant's ability to perform the essential functions of the job. Please refer to the section Essential Firefighting Functions on page 24. See also, Knowledge Areas on page 28.

CHANGE IN APPLICANT'S PERSONAL INFORMATION

Applicants are required to notify the Commission in writing of any change in personal information such as address, telephone/cell number and e-mail. Additionally applicants called on for further screening/processing must notify the Commission in writing of any change to their supplemental application or background history form information.

DUTIES AND WORK RESPONSIBILITIES

Under supervision, Firefighters respond to fire alarms with assigned company and assist in extinguishing fires in the protection of lives and property; assist in cleaning and caring for apparatus, equipment and quarters; administer first aid treatment; assist in rescue work in various emergencies; and inspect buildings for fire hazards and compliance with fire prevention ordinances. At various points in their careers, firefighters may also be assigned to work in support divisions such as, but not limited to, human resources, fire dispatch, or fire prevention. For additional information see the Essential Firefighting Functions section on page 24.

JOB REQUIREMENTS

MAINTAINING PHYSICAL CONDITIONING: Firefighters are required to maintain a specified level of physical stamina and conditioning throughout their career. Annual tests may be conducted to ensure compliance.

MAINTAINING EMERGENCY MEDICAL TECHNICIAN (E.M.T.) STATE CERTIFICATION: E.M.T. Certification is not required prior to testing or hire. Initial certification will be received as part of the academy training. While employed with the Denver Fire Department, Firefighters are required to obtain and maintain certification as an E.M.T.

SOLICITATION OF PREFERENTIAL TREATMENT

Solicitation or attempted solicitation (lobbying) in connection with any application or testing for original appointment, or for placement on an eligible register, or for certification for appointment to a position in the classified service, may be grounds for disqualification. This includes intervention on behalf of any applicant, outside of references and information provided in the background investigation process, by the respective department or any of its members, by a member of City Council, by any City official or City employee, and by a Commissioner or employee of the Commission. Personal references and letters of recommendation are considered during the background investigation only. An applicant may provide, as part of the background investigation process, letters of reference and the names, contact information, and nature of relationship for references he or she believes should be contacted during the background investigation.

QUESTIONS (?)

If you have questions not covered in this summary, call the Civil Service Commission office at (720) 913-3370 (Monday-Friday, 7:00 a.m. to 5:00 p.m.) excluding holidays.

HELPFUL WEBSITES

The Denver Civil Service Commission's website contains information regarding the Police Officer and Firefighter application process, testing, test preparation, current testing schedules, links to resources and the Department of Safety Recruiters, and Commission meeting dates. You can locate us at www.denvergov.org/civilservice. Additionally, you may visit the Department of Safety's recruitment website at www.denvergov.jobs for upcoming recruitment events; test preparation information; and links for general Department of Safety information and minority resources.

MINIMUM QUALIFICATIONS

Applicants must meet all of the minimum qualifications. Except as noted herein, any failure to meet one or more of the minimum qualifications will result in your immediate disqualification. **Please note that some standards have particular time limits associated with them.** If this applies to your situation, you may later become eligible and apply once those time limits have lapsed. **If you do not meet a minimum qualification based on your behavior or criminal history occurring both prior to age 18 and more than five years ago, you may be eligible to request an "exemption" from disqualification.** (Please see Exemption from Disqualification for Behavior Prior to Age 18, on page 6.) **If you have already scheduled an appointment and find that you do not meet the minimum qualifications, please contact the Denver Civil Service Commission at 720-913-3370.**

AGE: Applicants must be at least eighteen (18) years of age on or before the date of application. Acceptable proof of age will be required if selected to proceed beyond the written test. Acceptable substitutes for a birth certificate include naturalization papers and/or a valid passport.

EDUCATION: Applicants must have a high school diploma or a General Equivalency Diploma (GED) on or before the date of application. Acceptable proof of a high school diploma or GED certificate will be required if selected to proceed beyond the written test. Acceptable substitutes for a high school diploma or GED certificate include an original certified high school transcript bearing the official school seal and showing graduation date, or an original letter from the school on the school's letterhead which verifies the graduation.

GOOD DRIVING AND EMPLOYMENT RECORD: Applicants must possess a valid driver's license before being placed on the eligible register and have a good driving and employment record.

CITIZENSHIP: Applicants must be citizens of the United States on or before the date of application. Acceptable proof of such must be presented if selected to proceed beyond the written test. Acceptable proof of United States citizenship shall include a birth certificate from within the United States, naturalization papers, a United States passport, or a Certificate of Live Birth Abroad of a United States Citizen.

LEGAL: To be eligible for both application for original appointment and original appointment to a position in the classified service, an individual shall not have any legal impediments to their ability to perform the essential job functions for the position of Firefighter. Also see Emergency Medical Technician (E.M.T.) State Certification on page 5.

FELONY CONVICTIONS: An individual who has been convicted of and/or received a deferred judgment for a felony will be disqualified.

MISDEMEANOR CONVICTIONS: An individual who has been convicted of and/or received deferred judgments for four (4) or more misdemeanors (non-traffic) within the thirty-six (36) months prior to the date of application, and up to and including the day of appointment will be disqualified.

MISDEMEANOR CONVICTIONS CONT.: Individuals who have been convicted of and/or received a deferred judgment for a misdemeanor (non-traffic) while employed in law enforcement, firefighter or other sworn public safety position will be disqualified.

EMERGENCY MEDICAL TECHNICIAN (E.M.T.) STATE CERTIFICATION: E.M.T. Certification is not required prior to testing or hire. Initial certification will be received as part of the academy training. All applicants for Firefighter must not have any legal impediments for state certification as an E.M.T. as provided in C.R.S. 25-3.5-203. E.M.T. certification is granted by the Colorado Department of Public Health and Environment under the State Board of Health rules pertaining to Emergency Medical Services as found in 6 CCR 1015-3. A conviction of, or plea of no contest to, certain felony and misdemeanor offenses may result in a denial of state certification as an E.M.T.

DOMESTIC VIOLENCE: Individuals who have been convicted of and/or received a deferred judgment for a misdemeanor involving domestic violence will be disqualified.

SEXUAL ASSAULT: Individuals who have convicted of and/or received a deferred judgment for a misdemeanor involving sexual assault will be disqualified.

CHILD ABUSE: Individuals who have been convicted of and/or received a deferred judgment for a misdemeanor involving child abuse will be disqualified.

HARASSMENT: Individuals who have been convicted of and/or received a deferred judgment for a misdemeanor involving intimidation or harassment of a person or group, because of that person's or group's race, color, ancestry, religion, national origin, age, sexual orientation, or physical or mental disability will be disqualified.

DUI/DWAI: Individuals who have one or more convictions or deferred judgments for a DUI or DWAI offense within the thirty-six (36) months prior to date of application, and up to and including the date of appointment will be disqualified.

Individuals who have two or more convictions or deferred judgments for a DUI or DWAI offense in their lifetime will be disqualified.

ILLEGAL DRUG ACTIVITY: Individuals, who have illegally sold, delivered, distributed, or manufactured drugs, will be disqualified.

SOFT DRUG USE: Individuals who have illegally used soft drugs at least one time within the thirty-six (36) months prior to the date of application, and up to and including the day of appointment will be disqualified.

DEFINITION: Marijuana, the use of which would be classified as a petty offense or misdemeanor under CRS § 18-18-406; and any Schedule III, IV or V controlled substance, as defined by and listed in CRS § 18-18-205, 206, and 207, respectively, the use of which would be classified as a misdemeanor under CRS § 18-18-404; *except when the drug or substance is used pursuant to being dispensed by or under the direction of a person licensed or authorized by law to prescribe, administer, or dispense such drug or substance for bona fide medical needs.*

EXAMPLES: Illegal use of cough syrup with low dose codeine, Ganja, Marijuana. *Note: The following drugs are currently defined as "Soft Drugs." However, the Commission is proposing that the definitions be revised to move the illegal use of these drugs into the "Hard Drugs" category:* Amytal, Anabolic Steroids, Codeine (low dose), Darvon, Deca, Ketamine, Librium, Phenobarbitol, Rohypnol, Roofies, Seconal, Special K, Steroids, Talwin, Valium, Xanax.

MEDICAL MARIJUANA: Marijuana remains a Schedule I controlled substance under the Federal Controlled Substances Act (21 USC § 801 et. seq.). As such, under Federal law Marijuana has no currently accepted medical use in treatment in the United States and there is a lack of accepted safety for use of the drug or other substance under medical supervision. As a result, any possible exception under Commission rules for the legal dispensing, use, or possession of "medical marijuana" (under State law) is currently under review by the Commission.

HARD DRUG USE: Individuals who have illegally used hard drugs at least one time within the sixty (60) months prior to the date of application, and up to and including the day of appointment will be disqualified.

DEFINITION: Any Schedule I or II controlled substance, as defined by and listed in CRS § 18-18-203 and 204, respectively, the use of which would be classified as a felony under CRS § 18-18-404, except for marijuana, *and except when the controlled substance is used pursuant to being dispensed by or under the direction of a person licensed or authorized by law to prescribe, administer, or dispense such controlled substance for bona fide medical needs.*

EXAMPLES: The illegal use of Adam, Angel Dust, Amphetamine, Black Tar, Blue Birds, Buttons, Cocaine, Codeine (high dose), Crack, Crystal, Demerol, Dilaudid, Ecstasy, GHB, Hallucinogens, Hash & Hash Oil, Heroin, Ice, LSD, Mescaline, Methadone, *Meth-amphetamine*, MDA, MDMA, Microdot, Morphine, Mushrooms, Opium, Percocet, Percodan, Peyote, PCP, PHP, Psilocybin, Quaalude, Red Birds, Ritalin, Smack, Speed, STP, TCP, Thai Sticks (soaked in hash oil), THC, XTC, Yellow Jackets.

DRUG USE WHILE IN A SWORN PUBLIC SAFETY POSITION: Individuals who have illegally used **soft or hard drugs** while employed in a law enforcement, firefighter or other sworn public safety position will be disqualified from the testing process.

EXEMPTION FROM DISQUALIFICATION FOR BEHAVIOR PRIOR TO AGE 18: If an individual fails to meet a minimum qualification based on behavior or criminal history occurring both prior to age eighteen (18) and more than five (5) years ago, the individual may be eligible to request an exemption from disqualification. The request for exemption must be made in writing. The request for exemption may be made either before application or, if after application, within forty-five days (45) days following notice of disqualification. (The Commission recommends any request for exemption be made prior to application.) Any request for exemption from disqualification will be reviewed on a case-by-case basis.

In some circumstances, particular criminal matters are not eligible for the granting of an exemption. Details regarding the filing of a written request for an exemption, and the eligibility requirements for an exemption are contained in Commission Rule 3. Commission Rules can be found on our website at www.denvergov.org/civilservice in the left margin under Civil Service Home Page. If you have additional questions, please call the Denver Civil Service Commission at (720) 913-3370.

APPLICATION PROCESS

TEST DATE

Testing will be held on July 1, 2010.

STUDY GUIDE

A *Firefighter Study Guide* is available through our Website at www.denvergov.org/civilservice

VACATIONS OR EXTENDED ABSENCES

Upon successful completion of the written test, applicants must notify the Commission in writing of any vacation or extended absence of more than seven (7) days in duration to ensure proper notifications can be made.

EXAMINATION AND SCREENING PHASES

- **PHASE I – COMPLETION OF SUPPLEMENTAL APPLICATION & BACKGROUND HISTORY FORM** For Commission Review

SUPPLEMENTAL APPLICATION: Applicants from the Sheridan Fire Department will be required to complete a supplemental application detailing, but not limited to, general personal information; education and training; military service; and employment, experience and volunteer history. The information provided must be complete and honest. Omissions or falsification of information may be grounds for disqualification. Applicants will receive the Supplemental Application on Monday, June 21, 2010. The completed Supplemental Application will be due in our office on Monday, June 28, 2010.

BACKGROUND HISTORY FORM: Applicants from the Sheridan Fire Department will be required to complete a background history form detailing, but not limited to, motor vehicle record; drug use; alcohol use; legal information; references and financial information. The information provided must be complete and honest. Omissions or falsification of information may be grounds for disqualification. Applicants will receive the Background History Form on Monday, June 21, 2010. The completed Background History Form will be due in our office on Monday, June 28, 2010 by 5:00 p.m.

- **PHASE II - WRITTEN TEST** Pass/Fail and Ranking

A written test will be administered to all applicants via a computer at the Civil Service Commission office on July 1, 2010. Applicants will be given a brief orientation about the computerized test process prior to the written test and will complete their on-line application. Applications will be reviewed for minimum qualifications such as age, citizenship, education,

felony and misdemeanor convictions, drug use, and DUI/DWAI's. Immediately following the orientation, if the application is accepted, the applicant will proceed with the written test.

Applicants should arrive at the Civil Service Commission office on the **7th Floor of the Wellington E. Webb Municipal Building located at 201 W. Colfax Avenue, Denver, CO, 80202** at least 15 minutes prior to their scheduled appointment.

Applicants should plan on spending 3 – 4 hours to complete the test process. Parking at a meter is not recommended due to the duration of the test. Once the test has begun, you will not be permitted to leave the test area.

REQUIRED TO TEST: A driver's license or other valid picture identification is required to gain admittance into all Civil Service tests/appointments.

CONFIDENTIALITY AGREEMENT: The contents of the CSC tests are considered highly confidential. Applicants who test are required to maintain the integrity of the tests and will be required to sign a confidentiality agreement at the time of the written test. Additionally, applicants who are processed will be subject to questions regarding maintenance of the confidentiality agreement during the polygraph.

WRITTEN TEST SCORE: The minimum passing score is set at 81.5000%. The written test is strictly pass/fail and is comprised of four sections: Practical Skills, Interpersonal Skills, Emotional Outlook and Basic Educational Skills. Additionally, the Commission may administer a Mechanical Aptitude test for data collection purposes only. The Mechanical Aptitude test will not be used in the scoring. Further details regarding the Written Test can be found in the *Firefighter Study Guide* located on our website at www.denvergov.org/civilservice

Applicants who **pass** the written test will be scheduled for further testing. Applicants who **fail** the written test will be required to wait until the next Firefighter registration period to re-apply, unless otherwise provided by Commission Rule.

NO-SHOW POLICY FOR WRITTEN TEST APPOINTMENT: Applicants who do not show for their scheduled written test appointment or who do not cancel their written test appointment in advance of their scheduled testing date and time will be assessed a **\$25.00 cancellation fee** and will be disqualified from further consideration. To reapply, disqualified applicants must pay the "no-show" fee prior to being allowed to schedule a future appointment. Fee payments should be made payable to *Treasurer – City & County of Denver* and sent or paid in person to the following address: Denver Civil Service Commission (Accounts Receivable), 201 W. Colfax Avenue (Dept. 1208 - 7th Floor), Denver, CO 80202.

RANKING/EXAMINATION LIST: Applicants who pass the written test will be ranked for purposes of an Examination List on the sum of the **Emotional Outlook Component** and **Interpersonal Skills Component** of the written test. This score is the **composite** written test score. The **total** score is the composite written test score plus any military veteran preference points and/or special skill preference points. Ties shall be broken randomly.

MILITARY VETERAN PREFERENCE POINTS: Military veteran preference points shall be awarded in accordance with Article 12, Section 15 of the Constitution of the State of Colorado. A total of either five (5) or ten (10) Veteran preference points (no more than a total of ten points) shall

be added to the composite written test score of any applicant who qualifies. Further details regarding the awarding of veteran preference points are provided on page ____.

SPECIAL SKILL PREFERENCE POINTS FOR LANGUAGE PROFICIENCY: An applicant who has successfully passed the Firefighter Written Test and who (at the time of application) identifies that they possess “Intermediate” or “Advanced” oral communication skills in a targeted foreign language, or communication skills in sign language, will be provided an opportunity to take a supplemental test to determine their proficiency. If the supplemental testing results in the applicant being rated as “proficient”, they will receive five (5) Special Skill preference points to be added to their Written Test score. A maximum of five (5) points may be awarded, even if language proficiency is demonstrated in more than one target language. Further details regarding the awarding of Special Skill preference points are provided on page 14.

- **PHASE III - COMPLETION OF A BEHAVIORAL QUESTIONNAIRE**

For Commission Review

Applicants will be required to complete a detailed questionnaire regarding their past behavior to include but not limited to: illegal drug use, driving record, criminal behavior, arrests, job performance, and employment separations. This information will be used to guide the background investigation process and to assist the individuals conducting the suitability interview and the polygraph examination. The information must be complete and honest. Omissions or falsification of information will not be tolerated, and may be grounds for disqualification.

THE FOLLOWING PHASES ARE REQUIRED ONLY IF APPLICANTS ARE SELECTED FOR FURTHER SCREENING/PROCESSING:

- **PHASE IV - CANDIDATE PHYSICAL ABILITY TEST (CPAT)** Pass/Fail

Applicants must successfully complete the Candidate Physical Ability Test (CPAT) to be placed on the eligible register. This is a pass/fail test. The test consists of eight (8) physical tasks that are representative of actions typically performed by firefighters. Each applicant must successfully complete the CPAT in 10 minutes and 20 seconds or less. Please refer to the **Candidate Physical Ability Test (CPAT)** section on page 17. A video showing the complete test can be viewed on our website at www.denvergov.org/civilservice

- **PHASE V - WRITTEN SUITABILITY ASSESSMENT** For Commission Review

This phase consists of a battery of non-medical written tests specifically designed to assess behavior and character traits to determine if an individual is suitable for employment as a firefighter. The written suitability tests are not pass/fail however, a Commission designated psychologist utilizes the assessment as one tool in their review to determine if an applicant is rated as “suitable” or “unsuitable” to continue in the screening process.

- **PHASE VI - SUITABILITY INTERVIEW** Recommended/Not Recommended

Applicants will be interviewed by a licensed psychologist retained by the Commission. The application documents and Background History Form, along with the results of the Written

Suitability Assessment, the Polygraph, and the Suitability interview, are all used by the psychologist to assign a rating to each applicant. Applicants must have an acceptable rating to continue in the examination process. The psychologist's review of the written suitability tests, and his/her interview of the applicant, are both non-medical in nature and are used in an assessment of an applicant's behavior and character traits to determine if an individual is at significant risk for employment problems as a firefighter.

"No Show" Policy for Suitability Interview: Applicants unable to attend their scheduled appointment are required to cancel/reschedule their appointment in advance. Applicants who fail to show for their appointment will be assessed a fee of **\$65.00** and will be disqualified (unless there are extenuating circumstances). The applicant may also be prohibited from re-applying until the next Firefighter registration period.

- **PHASE VII – POLYGRAPH**

For Commission Review

All applicants shall take a polygraph examination. The polygraph is used in review of an applicant's qualifications and suitability.

"No Show" Policy for Polygraph Appointment: Applicants unable to attend their scheduled appointment are required to cancel/reschedule their appointment in advance. Applicants who fail to show for their appointment will be assessed a fee of **\$50.00** and will be disqualified (unless there are extenuating circumstances). The applicant may also be prohibited from re-applying until the next Firefighter registration period.

- **PHASE VIII - PRELIMINARY FILE REVIEW**

Pass/Fail

At various times during the examination and screening process an applicant's file will be reviewed by the Executive Director and/or designated Commission staff to determine qualifications and suitability for hire. An applicant will be subject to immediate disqualification at any time for failure to meet the minimum qualifications and standards established by the Commission. In addition, any falsification, omission of information, or material misrepresentation of fact by an applicant may also be grounds for disqualification. Applicant files may also be reviewed by the Commissioners for suitability.

- **PHASE IX - BACKGROUND INVESTIGATION**

For Commission Review

Applicants shall be investigated as to character, conduct, driving record, employment, criminal history, and references. The background investigator will also use the results of the polygraph exam and the suitability assessment when conducting the background investigation. The results of the background investigation will be reviewed by the Civil Service Commission and are considered confidential.

- **PHASE XI - BACKGROUND REVIEW**

Pass/Fail

The results of the background investigation, polygraph and suitability assessment, along with information contained in the applicant's file related to qualifications and suitability will be

reviewed, by the Commissioners. An applicant must meet the minimum standards related to qualification and suitability to the satisfaction of a majority of the Commission, to be approved for placement on the eligible register.

TEST ORDER: The Commission reserves the right to change the order of test phases as required. Applicants who fail to show for further testing when notified in writing may be disqualified. Failing any portion of the examination shall disqualify the applicant from any further participation in the examination process until the next registration period for testing unless otherwise allowed by Commission rule.

APPLICANT RESPONSIBILITY FOR ADDITIONAL TEST PHASES

If an applicant anticipates the need to **miss** any scheduled test or appointment, an alternate schedule must be requested in writing from the Civil Service Commission. All requests will be evaluated on a case-by-case basis. Rescheduling will occur only if an available time slot exists. If no alternate time exists, and the applicant cannot attend the originally scheduled time, the applicant will be disqualified from further testing.

Applicants who **fail** to show for further phases when notified in writing may be stricken from the examination list and disqualified from further phases. **Failure to appear on time** for any part of the examination as set forth herein or for any other scheduled appointment may also result in disqualification from further testing.

ELIGIBLE REGISTER

Applicants who pass all above mentioned Commission test phases shall be placed on the Eligible Register for Lateral Original appointment.

CERTIFICATION

Upon receiving a requisition for an academy from the Manager of Safety, applicants shall be certified in rank order to the Manager of Safety for review. From the certification list received, the Manager of Safety shall select which applicants, in consideration of an appointment, are to receive a conditional offer of employment.

CONDITIONAL OFFER OF EMPLOYMENT

The Manager of Safety retains the authority to extend a conditional offer of employment or to rescind a conditional offer based on the provisions of the City and County of Denver Charter, the Denver Civil Service Commission Rules, and other relevant legal authority (including the Americans with Disabilities Act).

A conditional offer of employment may be revoked if an applicant is unable to perform the essential functions of the job (with or without reasonable accommodation); poses a direct threat to the health and safety of themselves or others; is unable to comply with the post-conditional offer appointment schedule; or is unable to begin work with the Denver Fire Department when scheduled. The conditional offer may also be revoked should an applicant have his/her name removed from the

Eligible Register, or be determined that he/she does not meet the qualifications for original appointment.

Applicants receiving a conditional offer of employment from the Manager of Safety are subject to the following:

FIRE DEPARTMENT PANEL INTERVIEW: Applicants who have been certified for consideration for Lateral Original appointment may be subject to an interview by a panel of members from the Denver Fire Department.

MEDICAL EVALUATION: Applicants shall be required to successfully undergo a medical evaluation at the City's expense. The medical evaluation includes, but is not limited to, a medical examination, a vision and hearing test, a psychological test, a post-job offer questionnaire, a psychological evaluation, and a drug screen. In order to be hired, each applicant must be able to perform the essential functions of the job (with or without reasonable accommodation, as appropriate). Further, the applicant shall not pose a direct threat to the health and safety of themselves or others, as determined by a medical evaluation conducted by the approved medical examiner and psychologist, consistent with the Americans with Disabilities Act. Applicants shall be provided individual consideration in the assessment of any disability-related physical or mental limitations and the ability to provide reasonable accommodation for those limitations.

DRUG SCREEN: As part of the drug screen, drug use will be evaluated first against the Minimum Qualifications, and as appropriate on a case-by-case basis, and may be grounds for disqualification. If the drug screen (hair follicle analysis) shows the use of a controlled substance, that fact may be cause for disqualification. Where use of a prescription drug is detected, applicants may be required to offer proof that the drug has been prescribed by a physician for the applicant. If the applicant is unable to provide such proof, employment may be denied. Employment may also be denied where future or continued use of a prescribed drug poses a threat to safety or would impair job performance. The question of future or continued use of a prescribed drug shall be referred to the medical examiner for an evaluation and recommendation under the Civil Service rules and other applicable legal authority.

FINGERPRINTING: Certified applicants are required to be fingerprinted.

FINAL JOB OFFER

Contingent on the number of available positions, final job offers will be made to certified applicants who have successfully completed all conditional offer testing/screening and who are able to perform the essential functions of the job (with or without reasonable accommodation) and who don't otherwise pose a direct threat to the health and safety of themselves or others.

MILITARY SERVICE and VETERAN PREFERENCE POINTS

Every applicant for original appointment who is a Veteran, regardless of eligibility for Veteran preference points, is required to submit a copy of his/her DD214 (Member-4 or Service-2 copy), as part of the background investigation, for verification of the nature and character of military service.

To be considered for an award of Veteran preference points, please provide the copy of your DD-214 (Member-4 or Service-2 copy) to the Commission at the time of the Written Test. If you are unable to provide proof at that time, the Commission will add Veteran preference points to an eligible applicant's total passing exam score upon receipt of proof of eligibility. Preference points shall be awarded only when proof is provided. An applicant currently serving on active duty is not a Veteran, unless he/she has previously separated from the Armed Forces of the United States.

As provided by the Constitution of the State of Colorado, Article 12, Section 15, **Veteran preference points shall be awarded** to each applicant who has served, other than for training purposes, in any branch of the Armed Forces of the United States, who is separated under honorable conditions, and who has met the requirements of service or disability. Veteran preference points shall also be awarded to a **surviving spouse** of any such Veteran. [See below for more specific information on preference points.]

A total of either five (5) or ten (10) Veteran preference points (no more than a total of ten points) shall be **added to the total passing examination score** of any applicant who qualifies. A pertinent summary of those who may be eligible for Veteran preference points is provided below:

- 1) **Five (5) preference points** may be awarded to:
 - A. Any Veteran with an honorable or general discharge who served on active duty (other than for training purposes) in the Army, Navy, Air Force, Marine Corps, or Coast Guard during the following **periods of undeclared war or armed hostilities**:
 - a. For more than 180 consecutive days, any part of which occurred after January 31, 1955, and before October 15, 1976;
 - b. During the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
 - c. For more than 180 consecutive days, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom.
 - B. Any Veteran with an honorable or general discharge who served on active duty (other than for training purposes) in the Army, Navy, Air Force, Marine Corps, or Coast Guard in any campaign or expedition for which a **campaign or expeditionary medal has been authorized**, such as El Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, Haiti, Afghanistan and Iraq. (See the following for examples of medals that do and do not qualify.)

Examples of Campaign and Expeditionary Medals that Qualify for Veteran Preference:

Armed Forces Expeditionary Medal
Navy Expeditionary Medal
Marine Corps Medal for various operations
Southwest Asia Service Medal

Vietnam Service Medal
Kuwait Liberation Medal
Global War on Terrorism Expeditionary Medal
Kosovo Campaign Medal

Examples of Non-combat Medals that Do Not Qualify for Veteran Preference:

The Medal of Merit
The Medal of Freedom
The Antarctica Service Medal
The National Defense Service Medal

The Armed Forces Service Medal
The Global War on Terrorism Service Medal
The Armed Forces Reserve Medal

- C. The surviving spouse of any Veteran who was or would have been entitled to Veteran preference points under paragraph 1(A) or 1(B) above or, of any person who died during such service or as a result of service connected cause while on active duty in any such branch, other than for training purposes.

For a surviving spouse to receive Veteran preference points, the surviving spouse must submit to the Commission a letter from the Veterans Administration verifying the marital relationship and documentary proof to establish that 1) the deceased Veteran would have qualified under paragraph 1(A) or 1(B) above, or 2) the deceased Veteran died either during such service or as a result of service connected cause while on active duty in any such branch, other than for training purposes.

2. Ten (10) preference points may be awarded to (certain disabled Veterans):
- A. Any Veteran with an honorable or general discharge who served on active duty (other than for training purposes) in the Army, Navy, Air Force, Marine Corps, or Coast Guard, as provided in paragraph 1(A) or 1(B) above, AND
 - B. Who, because of disability incurred in the line of duty (service connected disability), is receiving monetary disability compensation or disability retirement benefits by reason of public laws administered by the Department of Defense or the Veterans Administration.

A letter from the Veterans Administration, dated within the prior six (6) months, stating that the applicant is receiving monetary compensation or disability retirement benefits because of a 10% or greater disability incurred in the line of duty shall constitute proof of a service-connected disability.

SPECIAL SKILL PREFERENCE POINTS - LANGUAGE PROFICIENCY

Language Proficiency Special Skill Preference Points will be added to an applicant's passing total test score (Video Test score) based on **particular foreign language oral proficiency or sign language proficiency**. In order to receive such Special Skill preference points, an applicant must successfully pass the Entry-Level Firefighter Written Test, and then successfully pass a supplemental test (at a different date/time than the Written Test) that measures an applicant's level of foreign language oral proficiency or sign language proficiency. The Commission will determine which foreign languages will be eligible for preference points dependent on the needs of the Fire Department and contingent on the reasonable availability of foreign language assessment tests. Applicants who identify intermediate or advanced language proficiency will be notified by the Commission when language assessments will be administered.

The Commission is currently considering the following languages for Language Proficiency Special Skill Preference Points:

Japanese	Sign Language
Korean	Spanish
Russian	Vietnamese

Any Civil Service Commission test for oral foreign language or sign language proficiency is for the purpose of awarding Special Skill preference points only. The awarding of Special Skill preference points is separate from any department skill tests or pay considerations offered by/through the Department of Public Safety or any collective bargaining agreement(s).

An applicant who passes the Firefighter Written Test and who is rated “proficient” in the supplemental testing will receive five (5) Special Skill preference points to be added to their passing total examination score. A maximum of five (5) points would be awarded, even if language proficiency is demonstrated in more than one target language.

The assessment of an applicant’s level of foreign language expertise is based on his/her ability to communicate orally (speech and comprehension) in a particular target language. Individuals should be able to handle, with ease and confidence, a large number of spoken communication tasks. Individuals should be able to follow complex directions and offer or ask for the same in the target language. Individuals should be able to offer complex directions in emergency situations and request medical information for first responders.

An applicant who wants to be awarded Special Skill preference points based on language proficiency (to be determined by supplemental testing) should identify oral foreign language or sign language skill level based on the following skill level descriptions:

Beginner

Would not qualify for points. An applicant would not be considered proficient. The skills in speaking and understanding the target language demonstrate; or the sign language skills demonstrate:

- Somewhat halting; irregular flow
- Strained and tentative; grammatical roughness
- Participation mostly informal; limited amount of formal conversation
- Tendency to grope for language
- Rely on minimal discourse

Intermediate

May qualify for five (5) additional points if the assessment determines an applicant is proficient based upon acceptable foreign language proficiency guidelines. An applicant’s skill in speaking and understanding the target language demonstrate; or, the sign language skills demonstrate:

- Communicative tasks are handled with ease and confidence
- Adapt flexibly to the demands of the conversation
- Substantial flow in the conversation
- Vocabulary is fairly extensive
- Accuracy, clarity and precision conveyed with intended message

Advanced

Would qualify for five (5) additional points if the assessment determines an applicant is proficient based upon acceptable foreign language proficiency guidelines. An applicant’s skill in speaking and understanding the target language demonstrate; or, the sign language skills demonstrate:

- Consistently able to explain in detail
- Narrate fully and accurately
- Use of precise vocabulary and intonation to express meaning
- Great fluency and ease of speech

VISION STANDARDS

Visual acuity must be 20/30 binocular with or without correction.

Uncorrected visual acuity must be 20/100 binocular or better for wearers of hard contacts or glasses.

Firefighters with uncorrected acuity of less than 20/100 in either eye must carry a spare pair of glasses.

Successful long-term soft daily wear contact lens wearers correctable to 20/30 or better are subject to no uncorrected standard on three conditions: 1) "Successful" long-term wearers have worn their lenses six months or more, 2) will replace their lenses every six months to one year or more frequently if the lens becomes uncomfortable or difficult to wear, and 3) will clean the lenses on a regular basis as recommended by the manufacturer. Soft contact lens wear should be considered a condition of continuing employment.

Visual acuity for corrected-refractive surgery, radial keratotomy (RK), or photorefractive keratotomy (PRK) to 20/30 needs individual evaluation. The Denver Civil Service Commission requires a waiting period of six months after soft contact lenses have been dispensed or after corrective surgery has been done, to ensure the success of the procedure and/or stabilization. Vision correction requires various evaluation periods to measure the success of the procedure. Discuss the Essential Firefighting Functions (pgs. 24-28) with your doctor to ensure that you understand any physical limitations and potential risks involved. It is highly recommended that applicants take an active approach to correct vision problems in order to meet the standards for employment. Failure to do so could impact your selection for an academy.

HEARING STANDARDS

All hearing impaired individuals applying for firefighter positions with critical hearing demands will be carefully evaluated on an individual basis.

Applicants must meet pure tone thresholds in the unaided worst ear not worse than 25dB loss in three of the four frequencies (500 HZ, 1000Hz, 2000Hz and 3000Hz) or no greater than 30 dB at any one of the first three frequencies with an average loss of less than 30 dB for all four frequencies. Testing with a hearing aid is not permitted.

CANDIDATE PHYSICAL ABILITY TEST (CPAT)

Please note, in these events, the candidate wears a 50-pound vest to simulate the weight of self-contained breathing apparatus (SCBA) and firefighter protective clothing. An additional 25 pounds, using two 12.5-pound weights that simulate a high-rise pack (hose bundle) is added to the shoulders for the stair climb event.

Throughout all events, participants must wear long pants, a hard hat with chin strap, work gloves and footwear with no open heel or toe. Watches and loose or restrictive jewelry are not permitted.

The Fire Service Joint Labor Management Wellness/Fitness Initiative Candidate Physical Ability Test © (CPAT) consists of eight separate events. The CPAT is a sequence of events requiring the candidate to progress along a predetermined path from event to event in a continuous manner. This test was developed to allow fire departments a means of obtaining pools of trainable candidates who are physically able to perform essential job tasks at fire scenes.

1. STAIR CLIMB
2. HOSE DRAG
3. EQUIPMENT CARRY
4. LADDER RAISE AND EXTENSION
5. FORCIBLE ENTRY
6. SEARCH
7. RESCUE
8. CEILING BREACH AND PULL

This is a pass/fail test based on a validated total time of 10 minutes and 20 seconds.

Event 1: Stair Climb

Using a StepMill stair-climbing machine, this event is designed to simulate the critical task of climbing stairs in full protective clothing while carrying a high-rise pack (hose bundle) and firefighter equipment. This event challenges aerobic capacity, lower body muscular endurance and balance.

Participants wear a 12.5-pound weight on each shoulder to simulate the weight of a high-rise pack. Immediately following a 20-second warm-up period at a rate of 50 steps per minute, the timed part of the test starts as indicated by a proctor. There is no break in time between the warm-up period and the actual timing of the test. During the warm-up period, dismounting, grasping the rail, or holding the wall to establish balance and cadence is permitted. The timed part of the test lasts three (3) minutes at a stepping rate of 60 steps per minute.

Failure can occur by falling or dismounting three times during the warm-up period, or by falling or dismounting the StepMill after the timed CPAT begins. During the test, the participant is permitted to touch the wall or handrail for balance only momentarily; if that rule is violated more than twice during the test failure will result.

Event 2: Hose Drag

This event is designed to simulate the critical tasks of dragging an uncharged hoseline from a fire apparatus to a structure and pulling an uncharged hoseline around obstacles while remaining stationary. This event challenges aerobic capacity, lower body muscular strength and endurance, upper back muscular strength and endurance, grip strength and endurance, and anaerobic endurance. A hoseline nozzle attached to 200 feet of hose is grasped and placed over the shoulder or across the chest. While walking or running, the participant drags the hose 75 feet to a pre-positioned drum, makes a 90° turn, and continues an additional 25 feet. After stopping within the marked box, the candidate drops to at least one knee and pulls the hoseline until the 50-foot mark crosses the finish line.

During the hose drag, failure results if the participant does not go around the drum or goes outside of the marked path. During the hose pull, a warning is given if at least one knee is not kept in contact with the ground or if knees go outside the marked boundary line; a second warning constitutes failure.

Event 3: Equipment Carry

This event uses two saws and a tool cabinet replicating a storage cabinet on a fire truck. It simulates the critical tasks of removing power tools from a fire apparatus, carrying them to the emergency scene, and returning the equipment to the fire apparatus. This event challenges aerobic capacity, upper body muscular strength and endurance, lower body muscular endurance, grip endurance, and balance. The candidate must remove the two saws from the tool cabinet, one at a time, and place them on the ground. Then he/she must pick up both saws (one in each hand) and carries them while walking 75 feet around a drum, then back to the starting point. Placing the saw(s) on the ground to adjust a grip is permitted. Upon return to the tool cabinet, the saws are placed on the ground, then picked up one at a time, and replaced in the cabinet.

Dropping either saw on the ground during the carry will result in immediate failure. A warning will be given for running; a second warning constitutes a failure.

Event 4: Ladder Raise and Extension

This event, which uses two 24-foot aluminum extension ladders, is designed to simulate the placement of a ground ladder at a fire structure and extending it to the roof or window. This event challenges aerobic capacity, upper body muscular strength, lower body muscular strength, balance, grip strength, and anaerobic endurance. The participant must walk to the top rung of one ladder, lift the unhinged end from the ground, and walk it up hand over hand until it is stationary against the wall. Then he/she immediately proceeds to the other pre-positioned ladder, stands with both feet within the marked box, extends the fly section by pulling the halyard rope hand-over-hand until it hits the stop, then lowers it back to the starting position.

Immediate failure will result if the ladder is allowed to fall to the ground, if control is not maintained in a hand-over-hand manner, or if the rope halyard slips in an uncontrolled manner. Missing any rung during the raise or allowing the feet to be placed outside of the boundary results in a warning; a second warning constitutes a failure.

Event 5: Forcible Entry

This event uses a mechanized device that measures cumulative force and a 10-pound sledgehammer. It simulates the critical tasks of using force to open a locked door or to breach a wall. This event challenges aerobic capacity, upper body muscular strength and endurance, lower body muscular strength and endurance, balance, grip strength and endurance, and anaerobic endurance. For this event, the candidate uses the sledgehammer to strike a measuring device in a target area until the buzzer activates. Feet must be kept outside the toe-box at all times.

Failure results if the participant does not maintain control of the sledgehammer and releases it from both hands while swinging. A warning is given for stepping inside the toe-box; a second warning constitutes a failure.

Event 6: Search

This event uses an enclosed search maze area that has obstacles and narrowed spaces. It simulates the critical task of searching for a fire victim with limited visibility in an unpredictable area. This event challenges aerobic capacity, upper body muscular strength and endurance, agility, balance, anaerobic endurance, and kinesthetic awareness. For this event, the candidate crawls through a tunnel maze that is approximately 3 feet high, 4 feet wide, 64 feet in length, and has two 90° turns and multiple obstacles. In addition, there are two locations where the dimensions of the tunnel are reduced. If at any point the participant chooses to end the event, he/she can call out or rap sharply on the wall or ceiling and will be assisted out of the maze, although doing so will result in failure of the event.

Failure also will occur if the candidate requests assistance that requires the opening of the escape hatch or opening of the entrance/exit covers.

Event 7: Rescue

This event uses a weighted mannequin equipped with a shoulder harness to simulate the critical task of removing a victim or injured firefighter from a fire scene. This event challenges aerobic capacity, upper and lower body muscular strength and endurance, grip strength and endurance, and anaerobic endurance. The participant grasps a 165-pound mannequin by the handle(s) on the shoulder(s) of the harness (one or both handles are permitted), drags it 35 feet, makes a 180° turn around a pre-positioned drum, and continues an additional 35 feet to the finish line. Grasping or resting on the drum is not permitted, but the mannequin may touch the drum. The candidate is permitted to drop and release the mannequin to adjust his/her grip. The entire mannequin must be dragged across the finish line. Grasping or resting on the drum at any time results in a warning; a second warning constitutes a failure.

Event 8: Ceiling Breach and Pull

This event uses a mechanized device that measures overhead push and pull forces and a pike pole. The pike pole is a commonly used piece of firefighting equipment that consists of a six-foot long pole with a hook and point attached to one end. This event simulates the

critical task of breaching and pulling down a ceiling to check for fire extension. It challenges aerobic capacity, upper and lower body muscular strength and endurance, grip strength and endurance, and anaerobic endurance. After removing the pike pole from the bracket, the participant places the tip of the pole on a 60-pound hinged door in the ceiling and pushes it three times while standing within the established boundary. Then, the pike pole is hooked to a 80-pound ceiling device and pulled five times. Each set consists of three pushes and five pulls; the set is repeated four times. A pause for grip adjustment is allowed. Releasing one's grip or allowing the pike pole handle to slip does not result in a warning or constitute a failure. The candidate may re-establish his/her grip and resume the event. If a repetition is not successfully completed, the proctor calls out "MISS" and the apparatus must be pushed or pulled again to complete the repetition. This event and the total time ends when the final pull stroke repetition is completed and the proctor calls "TIME".

A warning is given for dropping the pike pole to the ground or for feet straying outside the boundaries; a second warning of either violation constitutes a failure.

In these events, the candidate wears a 50-pound vest to simulate the weight of self-contained breathing apparatus (SCBA) and firefighter protective clothing. An additional 25 pounds, using two 12.5-pound weights that simulate a high-rise pack (hose bundle) is added to the shoulders for the stair climb event.

Throughout all events, participants must wear long pants, a hard hat with chin strap, work gloves and footwear with no open heel or toe. Watches and loose or restrictive jewelry are not permitted.

All props were designed to obtain the necessary information regarding physical ability. The tools and equipment were chosen to provide the highest level of consistency, safety and validity in measuring the candidate's physical abilities. A schematic drawing of the CPAT is provided in this orientation material; however, the course layout may vary in order to conform to the fire department's test area. The events and distances between events are always the same.

The events are placed in a sequence that best simulates fire scene events while allowing an 85-foot walk between events. To ensure the highest level of safety and to prevent exhaustion, no running is allowed between events. This walk allows approximately 20 seconds to recover and regroup before each event.

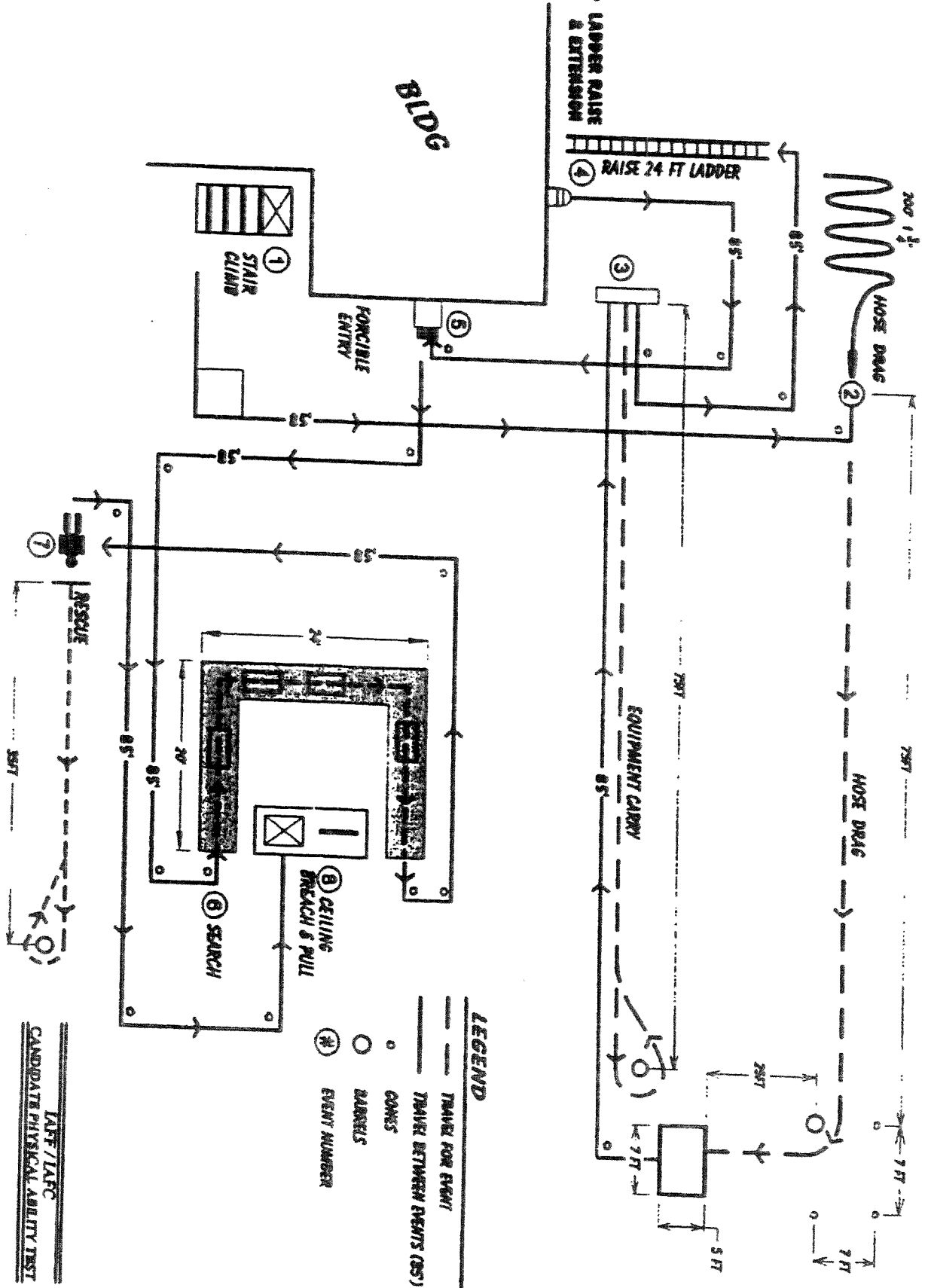
To ensure scoring accuracy, two stopwatches are used to time the CPAT. One stopwatch is designated as the official test time stopwatch, the second is the backup stopwatch. If mechanical failure occurs, the time on the backup stopwatch is used. The stopwatches are set on the pass/fail time and countdown from 10 minutes and 20 seconds. If time elapses prior to the completion of the test, the test is concluded and the participant fails the test.

Test Forms: Prior to taking the CPAT, each candidate must present valid identification, sign a number of forms, complete a waiver and release form and a sign-in form. Candidates are provided an opportunity to review a video detailing the CPAT and the failure points. It is the candidate's responsibility to ask questions if any part of the test events or procedures are not understood. At the conclusion of the CPAT, the candidate must sign the CPAT evaluation form and complete and sign the Rehabilitation Form. Failure to complete and sign any of these forms results in failure of the CPAT.

Additional CPAT Information:

The following additional CPAT information can be found on our website: **CPAT Candidate Preparation Guide (Adobe Acrobat required)** and **Video Links: CPAT Orientation and CPAT Preparation Tips**. Visit our website at: www.denvergov.org/civilservice.

CPAT Sample Course Layout



LAFD / LAFD
CANDIDATE PHYSICAL ABILITY TEST

DENVER FIRE ACADEMY PHYSICAL FITNESS PROGRAM PREPARATION GUIDE

To better prepare you for a career in Fire Service, the Fire Academy recommends all applicants be aware of the following physical requirements.

Once in the Fire Academy, every morning starts with a workout. This workout routine includes the following:

- Minimum of 100 sit-ups and push-ups each and every day.
- Strength training 2 - 3 times per week.
- Cardio/muscular circuit training weekly.
- Running at least twice a week, starting with 20 minutes per run, at an 8 - 10 minute per mile pace. By the end of the Academy, we will increase to 45 minutes per run at the same or quicker pace.
- Wind sprints periodically throughout the Academy.
- Dragging hose for leg conditioning periodically throughout the Academy.
- Stair climb, up to five flights, 5 - 10 times periodically throughout the Academy.
- Stair climb, up to five flights, 5 - 10 times periodically throughout the Academy in full turnout gear with equipment.

In addition to the morning routine, drill ground days include wearing all turnout gear and carrying other equipment all day. This adds approximately 50 pounds of weight to be carried all day.

The Academy staff has seen many recruits enter at less than an ideal fitness level and the difficulty those recruits experience getting into shape. Your time at the Academy will be much more enjoyable and much less painful, if you arrive in good physical condition.

ESSENTIAL FIREFIGHTING FUNCTIONS

Physical Task Statements

- Put on and wear protective equipment
- Open hydrant to charge the hose
- Use 1-3/4 inch hose as an attack line
- Use equipment (e.g., ax, sledge hammer, etc.) to make forcible entries
- Enter smoke filled buildings/rooms with a hose in hand while wearing full protective clothing
- Crawl on a floor and if you cannot see, feel for the heat of the fire source
- Systematically search for trapped persons
- Drag victims with the help of another firefighter
- Screw the hose connection to the hydrant
- Drag charged 1-3/4 inch hose up stairs and around furniture when fighting a fire
- Carry victims with the help of another firefighter
- Use a hose clamp to clamp a charged/uncharged hose
- Wrap a hose around a hydrant to stretch it out and ensure it reaches the plug
- Climb stairs wearing full equipment while responding to a call for service
- Carry heavy equipment (hose pack, medical box, air bottles) up stairs while wearing full equipment
- Support a ladder, and raise the halyard to extend to the desired length, then lower into objective
- Climb an aerial ladder wearing full equipment
- Hold a charged 1-3/4 inch hose unassisted and open the nozzle
- Drag a victim out of a building unassisted while wearing full turnout gear
- Drag accordion folded or flat load, uncharged 2 1/2 or 3 inch hose until it is fully extended
- Drag charged 1-3/4 inch hose unassisted
- Reload hose and put it back onto the engine/quint

- Remove heavy equipment (i.e., ejector, positive pressure fan, fan, medical box) from the truck; transport and place it in operation unassisted
- Use a pike pole to pull down a ceiling
- Carry a victim out of a building unassisted while wearing full turnout gear
- Carry people unassisted down ladders wearing full turnout gear
- Carry people unassisted via stairs wearing full turnout gear
- Carry a section of rolled hose unassisted
- Lower ladders and re-bed them onto the truck/quint
- Remove an extension ladder from the apparatus unassisted and carry it to its destination
- Operate a charged line from confined spaces
- Operate foam equipment
- Operate a line from heights (e.g. rooftops)
- While on a ladder, direct water at fire
- Operate the ladder pipe from an aerial platform
- Extend the booster line to a fire
- Hoist equipment to upper levels by a rope

Mechanical Tasks

- Make and unmake coupling connections
- Operate power tools (e.g., chain saw, circular saw, etc.) during the course of firefighting activities
- Remove the hydrant cap with a wrench
- Safely shut off utility services to buildings in emergency situations
- Operate heavy equipment (e.g., "jaws-of-life", etc.) in response to an emergency
- Operate electrical/gas shut-off valves
- For aerial ladders, set up truck jacks, place chocks, and then position and raise ladder

- Make openings for ventilation using equipment (e.g., saws, axes, etc.)
- Drive firefighting/emergency equipment to and from a scene
- Respond to hazards related to electrical emergencies
- Operate a fire extinguisher
- Inspect a pumper during operation; check gauges

Rescue & Fire Suppression

- Be aware of electrical lines when setting up ladders and directing water streams
- Seek the source of a fire and extinguish
- Determine the safest evacuation route
- Evacuate persons from a fire area
- Determine the stability of supporting surfaces
- Assist at a water rescue
- Calculate friction loss in hose to ensure the proper water pressure is provided to successfully put out a fire
- Calculate, achieve, and maintain correct water pressure for hose lines
- Determine when to open roofs, walls, and doors
- Calculate the height of a building in feet from its floors to ensure ladders are elevated to the proper height
- Determine the number of lines to hook up to successfully put out a fire
- Select the proper number of hoses required to reach the fire
- Determine the correct stream to use
- Calculate gallons per minute out of a particular size hose
- Calculate the height of a building in feet from its floors to ensure the proper number of hoses are selected to reach the fire
- Recommend assistance from law enforcement, medical, coroner, or utility personnel as needed

Administrative

- Write descriptions of situations in medical reports

- Complete incident reports on the computer
- Write building fire inspection reports

Emergency Medical Service

- Extricate people from automobiles
- Assess a patient's condition and provide appropriate care
- Properly utilize emergency equipment and supplies
- Safely drive emergency response vehicle to and from a scene
- Use the necessary tools to free trapped persons
- Perform CPR or other appropriate cardiac emergency procedures
- Rescue victims and apply resuscitation measures as necessary
- Administer oxygen to victims
- Extricate people from automobiles
- Remove persons from entrapments; safely free victims
- Prepare and transfer a patient to an emergency vehicle
- Control the bleeding of a patient
- Treat shock
- Identify and respond to hazards at the scene
- Gather information from a patient or family regarding the patient's medical history
- Provide concise and complete information to paramedics regarding the status of patients
- Assist in childbirth
- Prepare the emergency vehicle for the next response, including decontaminating and disinfecting unit and equipment, restocking supplies, inspecting equipment, and making or arranging for necessary repairs or replacement
- Control the emergency scene to protect yourself, coworkers, and the patient
- Set up and operate the Automatic External Defibrillator
- Immobilize fractures

- Assess the emergency scene and request assistance if necessary
- Accurately take incoming calls or information from the dispatcher regarding requests for emergency medical services
- Control a hysterical patient requiring medical attention
- Monitor and provide needed care when transporting a patient to a medical facility
- Bandage wounds
- Calm mentally disturbed patients to ensure they can be cared for successfully
- Assist medical staff with continued care of the patient
- Administer glucose to diabetics
- Comfort family, friends, and bystanders at a fire scene or medical facility

Hazardous Materials (HAZ-MAT)

- Respond to the release or potential release of hazardous material
- Utilize and maintain personal/chemical protective equipment
- Complete required Hazardous Materials training
- Read HAZ-MAT reference materials at a scene to provide the proper response to a hazardous materials spill
- Perform defensive mitigation techniques (e.g., diking, damming, diverting, etc.)
- Apply a foam blanket
- Perform offensive mitigation techniques (e.g., plugging, patching, etc.)
- Spray chemicals on a fire

Fire Prevention/Inspections

- Inspect commercial buildings for fire hazards defined in fire codes and state law (e.g., building interiors/exterior, hazardous materials storage, and inspection of standpipes, smoke detectors, fire extinguisher, fire alarm, and sprinkler systems)
- Determine fire code violations
- Accurately document fire code violations

- Inspect residential complexes of three or more families for fire hazards
- Seek compliance with fire codes by a building owner
- Note tactical information such as location of exits to assist in future operations
- Investigate complaints of fire hazards, dangers, or violations

Fire Investigations/Post-Fire Duties

- Inspect, service, and perform tests of all SCBA to ensure they are working properly
- Maintain all personal protective equipment
- Keep all tools and equipment in working condition
- Maintain an inventory of tools and equipment
- Replenish supplies when needed
- After a fire is extinguished, check for smoldering fire inside walls and ceiling
- Perform regular service tests on all apparatus
- Search for missing people
- Preserve evidence at fire scene
- Perform overhaul operations
- Inspect, clean, and polish equipment and apparatus by hand
- Fill pressurized water extinguisher
- Remove all used equipment from rigs after a fire for cleaning
- Secure accident/fire scene
- Remove hoses from drying racks and store them
- Remove burned and charred waste
- Put furniture in one location and protect it with salvage covers

Training/Drills

- Maintain physical fitness standards of the department
- Learn how to successfully attack a fire
- Participate in ongoing training drills to develop and maintain proficiency

- Learn about extricating victims from vehicles
- Learn about forcible entry into buildings
- Read and comprehend written training materials
- Learn the most direct routes to various addresses in a response area
- Learn about ventilation methods to aid in extinguishing a fire
- Learn about the characteristics of and proper uses of ladders
- Learn fire department rules and regulations
- Learn, practice and perform evolutions
- Learn about various methods of rescue
- Learn the locations of streets, water mains and hydrants in a response area
- Learn about building construction to determine how a fire might react in that building, and to ensure the safety of those working in and around the building
- Learn about hydraulics and pump operation
- Learn about fire behavior
- Learn about ropes and knots to accomplish rescues
- Learn about appropriate fire streams given factors that can affect the flow of water through the air
- Learn about caring for hoses, hose lays and hose use
- Learn about various causes of fire
- Learn about water supply systems
- Learn about salvage and overhaul
- Learn about fire alarms
- Learn about ropes and knots to stabilize vehicles
- Learn about ropes and knots to successfully haul tools
- Learn about automatic sprinkler systems

Fire Station Duties

- Report for duty on time
- Maintain positive working relationships with people in the fire house
- Present a clean and neat appearance

- Maintain a neat and clean working and living environment at the fire station
- Answer routine phone calls in the station
- Maintain the exterior of fire station: lawns, walkways, and driveways
- Plan and cook meals
- Store fire equipment and supplies
- Make your own bed and change linens when appropriate

Public Relations

- Use tact and diplomacy in dealing with the public
- Interact and work with citizens
- Provide fire education programs to the public when requested
- Conduct fire station tours when requested and approved
- Make public education calls
- Refer people to agencies that provide social services

Communication

- Listen to the dispatcher, other fire vehicles, and commanding officers by radio to determine courses of action
- Advise the commanding officer of fire conditions, hazards, and exposures at the scene
- Exchange necessary information with other firefighters at a scene
- Talk with other firefighters at an emergency scene to determine the best courses of action
- Communicate with the superior during a fire
- Clearly and accurately communicate patient information and care to medical staff

Environmental/Working Conditions

- Avoid and protect against infectious agents
- Avoid and protect against hazardous substances through inhalation, injection, ingestion, and absorption
- Protect against possible burn injuries

- Fight fires in an extremely hot environment
- Work quickly to suppress a fire
- Fight fires in smoky buildings when visibility is poor
- Fight fires in smoky buildings when visibility is nonexistent
- Prevent exposure to sharp objects
- Protect against uninstalled or unshielded electrical equipment
- Perform physically demanding tasks under extreme fluctuations in temperature
- Avoid and protect against high noise levels when riding in emergency vehicles
- Work 24 hour shifts with little or no sleep
- Perform on ladders
- Protect against smoke and dust
- Protect against radiation hazards
- Perform wearing full equipment
- Fight fires in sub zero temperatures

- Work on or around moving machinery or equipment
- Withstand strong vibrations (e.g., riding in emergency vehicles or operating power tools)
- Work in confined spaces in cramped body positions
- Prevent exposure to noxious odors
- Perform in wet areas
- Perform in slippery areas
- Perform in muddy areas
- Perform in icy areas

OTHER CHARACTERISTICS

- Honest
- Self-Disciplined
- Dependable
- Self-Motivated
- Courteous
- Flexible
- Cooperative
- Ethical

KNOWLEDGE AREAS

EMS Knowledge (Knowledge of first aid procedures; Knowledge of CPR; Knowledge of blood borne pathogens; Knowledge of medical protocol)

Mechanical Comprehension (Knowledge of various tools and their use; Knowledge of mechanical concepts (how engines operate, basic hydraulics, and other related concepts))

Emergency Procedure Knowledge (Knowledge of procedures for emergencies and unusual events; Knowledge of radio codes and procedures)

Building construction (Knowledge of the materials and construction features of buildings (e.g., doors, windows, walls, and locks); Knowledge of building construction)

Use of Language (Knowledge of the correct spelling of words; Knowledge of grammar rules; Knowledge of punctuation rules)

Knowledge of vehicle extraction techniques
Knowledge of fire department rules, regulations, and policies

Knowledge of hazardous materials

Knowledge of fire behavior

Knowledge of street layouts and the location of hydrants and water mains in a response area

Knowledge of fire codes and regulations to ensure proper inspection

Ability to understand and interpret basic chemical, biological, and radiological terms and data

EXHIBIT C

FIRE PREVENTION ACTIVITIES

Plan Review

It is critical to occupant and firefighter safety that the Denver Fire Department participates in the review of building plans and specifications. This review provides the Fire Department with its best opportunity to see that fire protection standards are met prior to the completion of construction and occupancy of the building. Therefore, our agreement will be:

- **Pre-construction Conferences.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in pre-construction conferences along with the City of Sheridan's Fire Marshal and other Sheridan officials, to answer questions relating to fire protection features in the planned building or fire code requirements, or to discuss comments provided during the plans review process. All comments by Denver Fire Department's engineering section will be coordinated with Sheridan's Fire Marshal.
- **Site Plan Review.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in project site plan reviews along with Sheridan's Fire Marshal. Denver Fire Department Engineering will provide a checklist of items specific to Denver operations. (Exhibit D)
- **Preliminary Plan Review.** Denver Fire Department engineering personnel will be notified and afforded the opportunity to participate in review of project preliminary plans along with Sheridan's Fire Marshal. This information will be shared with the fire companies that are expected to respond in the event of an emergency.
- **Final Building Plans and Specifications.** Denver Fire Department Engineering unit personnel will be notified and afforded the opportunity to participate in review of project final building plans and specifications along with the City of Sheridan's Fire Marshal.

When the plans agree with the applicable code requirements, the Fire Department and Sheridan's Fire Marshal will notify Sheridan's building official that there is no objection to issuance of a building permit. Building construction information will then be provided to the fire companies responsible for suppression and/or fire inspection of the building. This information is used by the fire companies in pre-fire planning for fire operations should a fire occur in the building.

- **Certificates of Occupancy.** Personnel from Denver's Fire Prevention and Engineering units will be notified and afforded the opportunity to participate in the final inspection process, and the final sign-off on the building before the certificate of occupancy is issued. This certificate indicates that all of the requirements under the applicable codes have been met and that the building is safe and habitable. Denver Fire Engineering unit and Prevention unit personnel will assist the Sheridan Fire Marshal in testing all life safety systems prior to signing the certificate of occupancy.
- **Consultation.** If requested, Denver's Engineering unit and Fire Prevention unit, along with Sheridan's Fire Marshal, shall offer consulting services to the community of Sheridan, including design professionals, contractors and trades craftsmen, as well as property owners,

managers, occupants and members of the general public. The consulting services will include: explanation of Fire Code sections and fire-related sections of the Building Code, application of specific standards, and information about the best ways to deal with fire and emergency hazard situations.

Fire Safety Inspections

- **Commercial Fire Safety Inspections.** Denver Fire Department personnel will be notified and afforded the opportunity to accompany Sheridan Fire and Building officials in conducting fire safety inspections. (Sheridan currently inspects commercial properties twice a year. Denver Fire Department Fire Prevention and Investigation Division personnel will accompany them only on one of these two inspections per year.) All commercial properties will be inspected. Denver Fire Department personnel will not participate in inspections of individual residential units unless requested by the resident, Sheridan city officials, the building's ownership or building management. Denver Fire Department Engineering will provide a checklist of items specific to Denver operations.
- **Special or Technical Inspections.** Denver Fire Engineering unit and Fire Prevention unit personnel will conduct inspections requiring more technical skill upon request from Sheridan officials. Engineering and Fire Prevention personnel will also be available, upon request, to assist Sheridan property owners or managers in the development of emergency procedures and emergency evacuation plans.
- **Nightclubs and Other Assembly Occupancies.** The Denver Fire Department will respond to complaints or reports of overcrowding or other fire-related concerns. If, during a response to a nightclub, Fire Prevention concerns such as overcrowding, blocked exits, etc., are identified, then Denver Fire personnel will contact Sheridan Police to enforce the code unless requested by Sheridan city officials to initiate code enforcement.
- **Files.** Denver Fire Department Fire Prevention and Investigation Division and the Sheridan Fire Marshal will maintain well-organized, complete and accurate records and files on all actions taken (plan review, consultation, inspections, permits). This information is needed to provide performance measures in accomplishing fire prevention goals and to provide management information for budgetary and administrative purposes. All information records and files will be shared between the Denver Fire Department and Sheridan's Fire Marshal.
- **Construction and Fire Safety Inspection and Permit Fees.** Fees for fire safety inspections and fire safety permits will not be levied unless authorized by Sheridan city officials.

Permits

- **Fire Safety Permits Program.** Denver Fire Department Engineering and Fire Prevention unit personnel will assist City of Sheridan officials in developing a Fire Safety Permits Program that will identify and permit potential hazards to responding firefighters, i.e., Hazmat, hot works, compressed gases, etc., in accordance with the Denver Fire Code. Copies of the permits will be provided to the fire companies that are expected to respond to Sheridan properties.

Existing Fire Standpipe Valve Threading

The City of Sheridan, through direct cost outlay or through ordinance requiring the property owners to make the modifications, will be responsible for changing all threading on fire standpipe valve outlets to comply with City and County of Denver standards. Two and one-half-inch valve outlets shall be National Standard threading and one and 1/2-inch valve outlets shall be Denver threading (1 1/2 threads per inch). The City of Sheridan specifies national standard threading of Fire Department connections for fire protection systems and fire hydrants. However, if any of these inlets/outlets is other than national standard threading, these shall be the responsibility of the City of Sheridan to modify to accept Denver Fire Department hose threads prior to the effective date of Denver providing fire services. All fire hose that has 1 1/2-inch couplings and outlets on fire apparatus must be modified to Denver threading (1 1/2 threads per inch).

Central Station Monitoring of Protected Properties

City of Sheridan officials will identify those properties that are protected by life safety systems and are monitored by a licensed central station agency, and must notify those properties to no longer contact the City of Sheridan's Fire Dispatch Center in case of emergency but rather contact the City of Denver Fire Dispatch Center. The central station agencies must comply with City of Denver ordinance regarding licensing, response time, number of operators and runner service.

Licensing

Current Denver Fire Department licenses shall be required for the design, installation, modification, inspection, and testing of all life safety systems and equipment. All fitters/technicians shall be licensed to design, add to, modify, and perform all types of inspections, testing, maintenance, and repair of factory-engineered equipment.

Method for Appealing Disagreements

A method must be established to appeal any disagreements between Denver Fire and Sheridan Building and Fire officials. Concerning the fire prevention matters addressed herein, a Sheridan official such as the City Manager will be the final decision maker. But in cases of disagreement, the interpretation which tends to advance the safety of the public and firefighters shall prevail.

EXHIBIT D

CODE MODIFICATIONS

**Recommended Amendments to the Fire Code of the
City of Sheridan (2003 International Fire Code)**

Amend 2003 International Fire Code with the City and County of Denver Amendments to the
2003 Edition of the International Fire Code and Appendices

EXHIBIT E

EQUIPMENT AND ROLLING STOCK

Apparatus	Unit #	Year/Make/Model	VIN #
E52	2001	2000 American LaFrance Metropolitan Pumper (G75746)	4Z36MLCB0YRG75746
M52-2 City Tag Number	2011	1999 Chevrolet 3500	1GBJK34F1WF073127
		TOOLS	
00353		Orange Box Light	
00355		Yellow Flood Light Stand	
00356		Yellow Flood Lights	
00357		Yamaha Generator	
00358		Cord Reel/ Red and Black Electric Cord	
00359		Yellow Electric Junction Box	
00360		Sawzall	
00361		Gas Fan PPV	
00362		Come Along	
00363		Dry Chem Extinguisher	
00364		H2O Water Extinguisher	
00365		H2O Water Extinguisher	
00366		CO2 Extinguisher	
00367		Box C Chains	
00368		Flat Hand Axe	
00369		Halligan	
00370		Large Bolt Cutters	
000371		Small Bolt Cutters	
000372		Denver Tool	
000373		Halligan Bar	
000374		Truckman Axe	
000375		Pry Bar	
000376		Crowbar	
000377		Small Crowbar	
000378		Pick Head Axe	
000379		8lb Sledgehammer	
000380		K-Tool	
000381		10' Pike Pole	
000382		6' Pike Pole	
000383		Truck Trash Hook	
000384		Backboard	

Additional TNT extrication equipment - power plant, cutters, spreaders, ram, hoses (Brand new from AFG Grant -- approx delivery date August 2010)
RAE Systems Q-RAE 4-gas air monitor
Bullard Thermal Imager
STIHL Chain Saw

K-12 Partner Rotary Saw
 SKED with straps and lifting accessories
 PACK-TRACKER sensor
 Hydrant bag with various adapters
 SCBA Inventory - to be received in July under UASI grant
 14 NEXGEN 7 packs
 24 regulators
 24 AV3000 masks
 6 voice amplifiers
 26 45-minute bottles
 16 30-minute bottles
 Integrated Pack-Tracker in all packs
 RIT Pack-II with 2 60-minute SCBA bottles
 Remainder of above inventory is Engine-52 tools only. Q-52 tools
 consist of the following:
 K-Tool
 Elevator key set
 Vehicle lock-out kit
 Halligan/Ax Pair
 Denver Tool
 Sledge Hammer
 Flat Head ax
 Pick-head ax
 Large pry bar
 Bolt cutters - large
 Six pike poles - assorted sizes
 Long trash hook
 Short trash hook
 Large area search rope bag
 Hydrant bag with various adapters
 Two sets heavy ratchet straps for extrication use
 Four orange box-lights
 Dry chemical extinguisher
 Water Can extinguisher
 Pro-Pack Hand-held foam applicator

City Tag
 Numer
 00398
 00399
 00400

IT ITEMS

Trimble Recon Mini Computer
 Trimble Recon Mini Computer
 Trimble Recon Mini Computer

City Tag Number

00385
 00387
 00096
 00097



24' Extension Ladder
 10' Attic Ladder
 35' Extension Ladder
 Roof Ladder

LADDERS

00098	14' Attic Extension
00099	24' Extension Ladder
00100	12' Folding Ladder
00101	16'* Roof Ladder
02100	14' Roof Ladder

City Tag Number

NOZZLES

X2001	1 1/2" Solid Stream
X2002	1/2"
X2003	15/16"
X2004	1/2"
X2036	15/16"
X2037	1" Slug Bale
X2038	1" Slug Bale
	1" Slug Bale
X2031	1 1/2" Adjustable
X2032	Bumper Bale
X2033	75psi Auto Tip
X2034	<u>175@75 w/grip</u>
X2035	<u>175@75 w/grip</u>
X2039	<u>175@75 w/o grip</u>
X2040	<u>150@50 tip</u>
X2041	<u>150@50 tip</u>
X2045	<u>175@75 w/o grip</u>
X2046	<u>175@75 w/ grip</u>
X2047	<u>175@75 w/grip</u>
	2 1/2" Solid
X2005	1" Stacked
X2006	1 1/8" Stacked
X2007	1 1/4" Stacked
X2023	Playpipe Bale
X2024	1" Stacked
X2026	1 1/4 Stacked
X2071	Playpipe Bale
X2072	1 1/4" Bale W/O Grip
X2073	1 1/4" Bale W/ Grip
X2096	1 1/4" Bale W/O Grip
X2097	1 1/4: Bale W/O Grip
	2 1/2" Adjustable
X2074	<u>250@75 tip</u>
X2075	<u>250@75 tip</u>
X2098	<u>250@75 tip</u>
X2099	<u>250@75 tip</u>
	Master Stream
X2008	Stream Shaper
X2009	1 1/4" Stacked

X2010	1 1/2" Stacked	
X2011	1 1/2" Stacked	
X2012	1 3/4" Stacked	
X2013	2" Stacked	
X2014	1 1/2" Stacked	
X2015	1 3/4" Stacked	
X2016	2" Stacked	
X2017	2 1/2" Shaper	
X2018	1 3/8" Stacked	
X2019	1 1/2" Stacked	
X2020	1 3/4" Stacked	
X2021	2" Stacked	
X2022	2 1/2" Shaper	
X2076	R.A.N 500@75 Nozzle	
X2077	R.A.M. Shaper	
UNMARKED	R.A.M. Shaper	
X2078	80psi Aerial Auto	
X2091	TFT 100psi Auto	
X2092	Dual inlet monitor lower	
X2093	Dual inlet monitor upper	
X2095	<u>1250@75 monitor nozzle</u>	
Quantity		HOSE
6	1.88"	
35	1 3/4"	
84	2 1/2"	
18	5"	
450ft	1.75" (Engine 52)	
1000ft	2.5" (Engine 52)	
1000ft	5" (Engine 52)	
600Ft	1.75" (Quint 52)	
800ft	2.50" (Quint 52)	
800ft	5" (Quint 52)	
450ft	1.75" (Replacement Hose)	
Quantity		RADIOS
		Fixed/Truck Radios
2	Radio's in Medic's	
1	Radio in Quint	
1	Radio in Fire Marshal Vehicle	
1	Radio in Reserve Engine	
		Portable Radios
8	Motorola 800	

EXHIBIT F

FIRE STATION LEASE

THIS LEASE ("Lease") is made and entered by and between the **CITY OF SHERIDAN**, a Colorado home rule municipality located in Arapahoe County, Colorado ("Sheridan"), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality ("Denver"), to be effective as of the ___ day of _____, 2010 ("Effective Date").

RECITALS

A. Denver and Sheridan have entered into an Intergovernmental Agreement To Provide Fire Protection (the "IGA") under which Denver will provide Sheridan with certain fire protection services for a period of time ending on December 31, 2012. As part of the IGA, Sheridan will lease the Fire Station Facility described in an exhibit to the IGA and in Attachment 1 to this Lease to Denver for \$1.00 and shall pay all utilities for the Fire Station Facility.

B. Denver and Sheridan wish to enter into this Lease in accordance with the IGA.

NOW, THEREFORE, in consideration of the foregoing premises, and the terms and conditions contained in this Agreement, Denver and Sheridan agree as follows:

1. **LEASE.** Sheridan leases the premises identified in Attachment 1 (the "Leased Premises") to Denver, and Denver leases the Leased Premises from Sheridan, for use by Denver exclusively as a fire station and administrative offices. The Leased Premises consist of a portion of the building owned by Sheridan at 4101 South Federal Boulevard, Sheridan, Colorado (the "Building"), and include (i) the furniture, fixtures and equipment present (the "FF&E") on the Leased Premises (but not including firefighting equipment, which will be conveyed pursuant to the IGA, or personally owned by individual Sheridan firefighters), (ii) access to and through the ambulance bays, as depicted on Attachment 1, and (iii) parking on the sides of the Building sufficient to meet the reasonable needs of Denver and its firefighters. The FF&E is leased to Denver on an "as is" basis and no warranty is made to Denver with regard to the condition of the FF&E. Sheridan shall retain ownership of the FF&E during its useful life. Denver may replace at its option and sole cost any of the FF&E, but before discarding any of the current FF&E, Denver will give the Sheridan the opportunity to remove the item from the Leased Premises at Sheridan's sole cost and expense. Denver shall retain ownership of any FF&E it purchases or provides and installs on the Leased Premises.

2. **TERM.** The term of this Lease shall commence as of the Effective Date of this Lease

and run through December 31, 2012, unless this Lease and the IGA are earlier terminated or the term of this Lease and the IGA are extended by amendments executed by Denver and Sheridan ("Term").

3. **RENT.** The rent shall be \$1.00, the receipt and sufficiency of which is acknowledged.

4. **INSURANCE.** Sheridan shall, at its sole cost and expense, maintain Commercial General Liability and Property Damage Insurance and such other coverage(s) at such levels as are currently in effect, covering the Building, and to keep such coverage(s) in force throughout the Term of this Lease. Denver acknowledges that it is self-insured pursuant to the Colorado Governmental Immunity Act, sections 24-10-101 et seq., CRS.

5. **COMPLIANCE WITH LAWS.** Denver and Sheridan will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Leased Premises.

6. **ASSIGNMENTS AND SUBLEASES.** Without Sheridan's prior written consent, which Sheridan may withhold in its sole discretion, Denver will neither assign this Lease in whole or in part nor sublease all or part of the Leased Premises.

7. **ALTERATIONS.** Denver will not make any alterations, additions, or improvements to the Leased Premises without Sheridan's prior written consent, which consent shall not be withheld unreasonably.

8. **SHERIDAN'S ACCESS.** Sheridan, its agents, employees, and contractors may enter the Leased Premises at any time in response to an emergency or to service mechanical equipment or utilities for the Building. Sheridan may enter the Leased Premises at reasonable hours and following reasonable notice to (a) inspect the Leased Premises, (b) supply any other service which this Lease requires Sheridan to provide, (c) post notices of nonresponsibility or similar notices, or (d) make repairs which this Lease requires Sheridan to make; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Denver as reasonably possible. Sheridan will at all times have a key with which to unlock all of the doors in the Leased Premises (excluding Denver's vaults, safes, and similar areas). Sheridan will have the right to use any means Sheridan may reasonably deem proper to open doors in and to the Leased Premises in an emergency in order to enter the Leased Premises. No lawful entry into the Leased Premises by Sheridan by any reasonable means will be a forcible or unlawful entry into the Leased Premises or a detainer of the Leased Premises or an eviction, actual or constructive, of Denver from the Leased Premises. During the

time of entry by Sheridan on the Leased Premises, Sheridan shall be responsible for providing for the security of the Leased Premises against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

9. **COVENANT OF QUIET ENJOYMENT.** So long as Denver pays the rent and materially performs the obligations in this Lease, Denver's possession of the Leased Premises will not be disturbed by Sheridan, or anyone claiming by, through or under Sheridan.

10. **UTILITIES, REPAIRS, AND MAINTENANCE.** Sheridan shall furnish or cause to be furnished water, sewer, electricity and gas (the "Utilities") sufficient to meet Denver's needs at the Leased Premises. Utilities shall be billed to and paid by Sheridan. Denver shall not be responsible for any repairs or maintenance of the Building or its mechanical systems, which shall remain the responsibility of the Sheridan. Denver shall be responsible for the maintenance of its own equipment and for fire-specific fixtures such as the exhaust extraction system, and for cleaning and custodial duties within the Leased Premises. Any financial obligations of Denver under this Lease shall extend only to monies appropriated for the purpose of this Lease by the Denver City Council, and paid into the City Treasury for the purposes of this Lease.

11. **MISCELLANEOUS.**

a. **Governing Law.** The laws of the State of Colorado, without regard for its conflicts of laws provisions, shall govern the interpretation and enforcement of this Lease.

b. **Appropriations.** The obligations of the parties hereunder shall extend only to monies duly appropriated by each City for the purposes of this Lease. Neither Sheridan nor Denver intends by this Lease to irrevocably pledge present case reserves for payments or services in future fiscal years, and this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Sheridan or Denver.

c. **Joint Advisory Board.** Sheridan and Denver shall comply with the provisions of Section 11 of the IGA regarding the referral of questions or issues which may arise hereunder to the joint advisory board.

12. **AUTHORIZATION OF EACH PARTY/MINOR MODIFICATIONS.** Each party hereby represents to the other that it has duly and lawfully considered and entered into this Lease through its duly designated representatives. Sheridan, by and through its City Manager, and Denver, by and through its Fire Chief, shall be entitled to agree upon minor modifications to this Lease, and reduce

such modifications to writing, provided such modifications (i) are acceptable in form to each party's City Attorney, (ii) do not lengthen the Term of this Lease, and (iii) impose no additional financial obligation upon either party.

IN WITNESS WHEREOF, Sheridan and Denver have executed this document.

ATTEST:

CITY OF SHERIDAN

By: _____
Its: _____

Clerk of the City of Sheridan

APPROVED AS TO FORM:

Attorney for the City of Sheridan

ATTEST:

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for
the City and County of Denver

By: _____
Assistant City Attorney

CITY AND COUNTY OF DENVER

By: _____
MAYOR

RECOMMENDED AND APPROVED;

By: _____
Manager of Safety

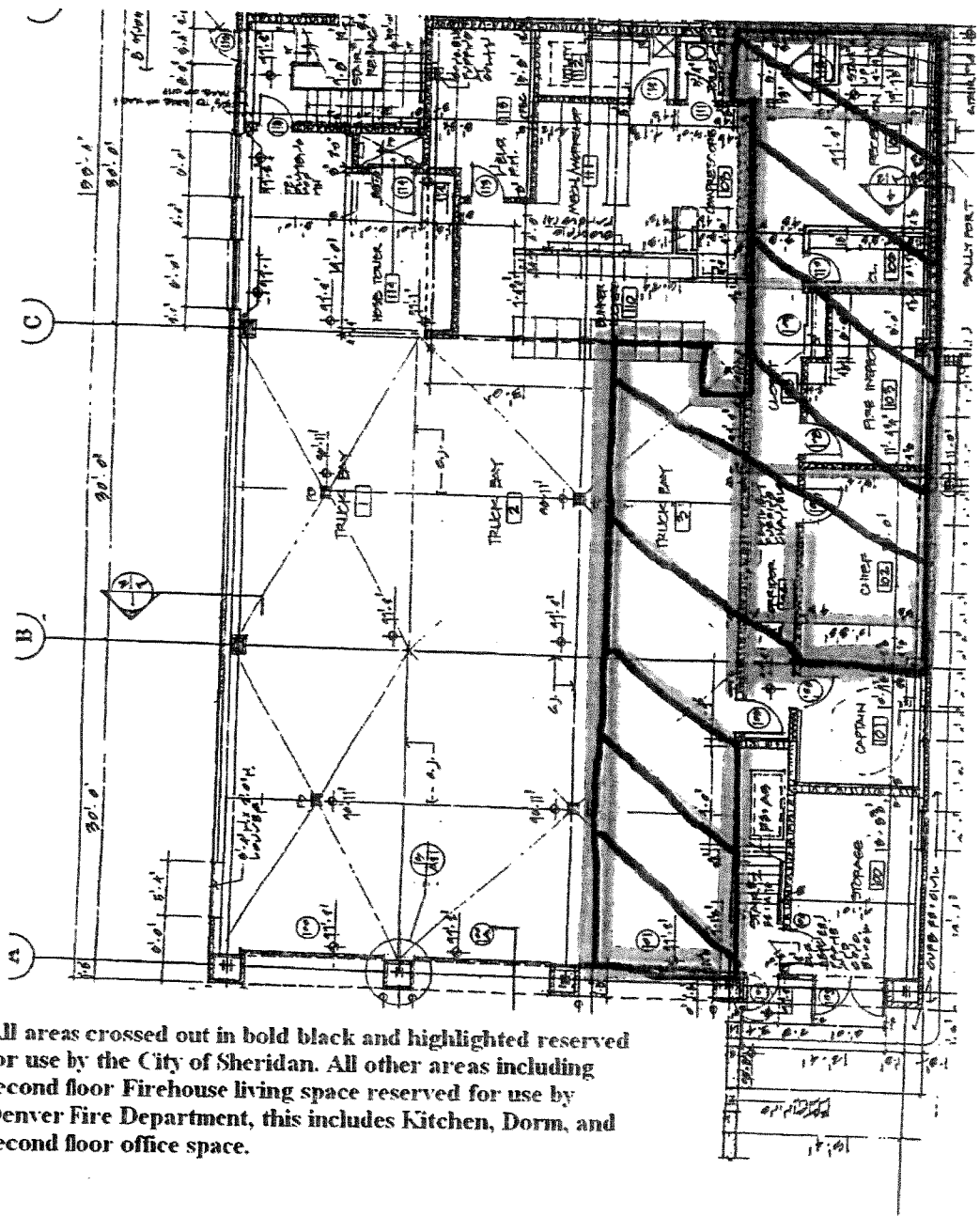
By: _____
Denver Fire Chief

REGISTERED & COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No.

By: _____
Auditor

ATTACHMENT 1
(Description of Leased Premises)



All areas crossed out in bold black and highlighted reserved for use by the City of Sheridan. All other areas including second floor Firehouse living space reserved for use by Denver Fire Department, this includes Kitchen, Dorm, and second floor office space.