

COUNCIL WORK SESSION
Tuesday, March 11, 2014, 4:30 p.m.
Casper City Hall
Council Meeting Room

AGENDA

1. PSCC Update
2. 2013 Casper Fire-EMS Annual Report
3. Ambulances for Fire Stations
4. Proposed Changes to the Casper Municipal Code Regarding Residential Fire Alarms

Move to Consent Agenda

Move to Regular Session

March 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police *JW*
Steve Freel, Support Services Lieutenant *SF*

SUBJECT: Council Review of the Lease Agreement with Platte River Crossing, LLC for the New Dispatch and Emergency Operations Centers

Recommendation:

That Council review a twenty-five (25) year lease agreement with Platte River Crossing, LLC for housing the new Dispatch and Emergency Operations Centers at 441 Landmark Drive.

Summary:

In June of 2013, Council approved the plans to lease space in Casper in the Nerd building for the new Public Safety and Communications (aka Dispatch), and Emergency Operations Centers, at an expected cost of \$3,661,932.

The space build-out and lease came in under budget, and the lease has been reviewed, negotiated, and approved by the City attorneys. The details of the lease are provided in the attached document so that Council may have time to review it at a work session prior to presenting to Council at its regular meeting on March 25th.

Funding for this lease will come from the police department's operational budget.

LEASE AGREEMENT – 441 Landmark Drive, Suite 320

THIS LEASE AGREEMENT (“lease”) is made and entered into this _____ day of _____ 2014, by and between the following parties:

1. PLATTE RIVER CROSSING, LLC, PO Box 2390, Casper, Wyoming, 82602 (“Lessor”).
2. THE CITY OF CASPER, Wyoming (“Lessee”), a municipal corporation, 200 North David Street, Casper, Wyoming 82601.

Throughout this lease, the Lessor and Lessee may be individually referred to as a “party” or collectively referred to as the “parties.”

IN CONSIDERATION of the covenants, agreements and obligations hereinafter contained Lessor hereby demises and leases unto Lessee the following described premises situated in the City of Casper, Natrona County, State of Wyoming:

Suite 320 of Lot 2, Blackmore Marketplace Addition No. 7, which is more commonly known as 441 Landmark Drive, Casper, Natrona County, Wyoming, Suite 320, containing a total of 6,506 square feet.

Lot 2, Blackmore Marketplace Addition No. 7, is more particularly described on the plat thereof, which was recorded as Instrument Number 941987 in the office of the Natrona County Clerk on December 14, 2012, and is attached hereto as Exhibit A.

LEASE TERM. Said lease shall be for a primary term of twenty-five (25) years, beginning February 1, 2014 and ending on January 31, 2039, unless sooner terminated as hereinafter provided. It is specifically agreed that said Lessee, at its option, may renew said lease for up to two (2), additional five (5) year periods under terms and conditions set forth below.

RENT FOR PREMISES. The Lessee covenants and agrees to pay Lessor as rent for said premises the liquidated sum of Two Million, Seven Hundred Forty-

Five Thousand, Seven Hundred Ninety-Four Dollars (\$2,745,794.00) for the whole and entire term hereof, which breaks down as follows:

YEARS	SQ. FT.	RATE	ANNUAL	MONTHLY	TOTAL LEASE
1-10	6,506	\$19.30	\$125,592.00	\$10,466.00	\$1,255,920.00
11-20	6,506	\$15.20	\$98,891.20	\$8,240.93	\$988,912.00
21-25	6,506	\$15.40	\$100,192.40	\$8,349.37	\$500,962.00
TOTAL TERM LEASE PAYMENTS					\$2,745,794.00

The Lessee desires to have the rent for the premises coincide with its annual fiscal year, which currently runs from July 1 through June 30, and Lessor finds that acceptable. Therefore, rent payments shall be made on the following schedule:

Platte River Crossing LLC
Landmark Building
911 Lease Payments
Fiscal Year

	1st Term Payment Due Dates	Annual Payment Amount	2nd Term Payment Due Dates	Annual Payment Amount	3rd Term Payment Due Dates	Annual Payment Amount
Partial Year	6/30/2014	52,330.00	6/30/2024	41,204.67	6/30/2034	41,746.85
	6/30/2015	125,592.00	6/30/2025	98,891.20	6/30/2035	100,192.40
	6/30/2016	125,592.00	6/30/2026	98,891.20	6/30/2036	100,192.40
	6/30/2017	125,592.00	6/30/2027	98,891.20	6/30/2037	100,192.40
	6/30/2018	125,592.00	6/30/2028	98,891.20	6/30/2038	100,192.40
	6/30/2019	125,592.00	6/30/2029	98,891.20	6/30/2039	58,445.55
	6/30/2020	125,592.00	6/30/2030	98,891.20		
	6/30/2021	125,592.00	6/30/2031	98,891.20		
	6/30/2022	125,592.00	6/30/2032	98,891.20		
	6/30/2023	125,592.00	6/30/2033	98,891.20		
	1/31/2024	73,262.00	1/31/2034	57,686.53		
		\$1,255,920.00		\$988,912.00		\$500,962.00
25-Year Grand Total						\$2,745,794.00

All rent under this lease shall be payable without demand, demand being hereby waived by the Lessee, at the office of 747 West First Street, P.O Box 2390, Casper, Wyoming, 82602 or at such other place as the Lessor, his heirs, successors, devisees, grantees or assigns may from time designate by written notice to the Lessee.

- ◆ Lessee's renewal options. Lessee shall have the option to renew this lease for up to two (2), five (5) year terms. Lessee shall exercise said option by notifying Lessor in writing at least six months prior to the beginning of each renewal term. Rates for renewal option periods of five years beyond January 31, 2039 shall be determined by negotiation during the six month period prior to renewal.
- ◆ Sale of Building. The Lessor may, in the future, determine it is in its best interest to sell the building at 441 Landmark Drive, Casper, Wyoming. If the Lessor sells the building, the Lessee shall have the following options, which may be exercised at the sole discretion of the Lessee:
 1. Lessor shall include a provision in the sale agreement that the new building owner shall honor the provisions of this lease.
 2. The Lessee shall be given the first right of refusal to purchase the building at the offered price. The Lessee will have thirty (30) days, after receiving written notice from the Lessor about a bonafide offer, to match that offer.
 3. The Lessor will forego the remaining balance on the term of the existing lease.

INSURANCE:

Prior to commencement of work, Lessee shall procure and at all times maintain the following minimum insurance protecting the Lessee and Lessor against liability from damages because of injuries, including death,

suffered by persons, including employees of the Lessor, and liability from damages to property arising from and growing out of the Lessee's negligent operations in connection with the performance of this lease.

	<u>LIMITS</u>
Workers' Compensation	Statutory
Comprehensive General Liability	\$500,000 combined single unit

Lessee shall provide Lessor with certificates evidencing such insurance as outlined above prior to the execution of this lease. Lessee shall provide thirty (30) days advance written notice to the Lessor of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance (if any), shall list the City as an additional insured.

In addition, upon request by the Lessor, Lessee shall provide Lessor with copies of insurance policies and/or policy endorsements listing the Lessor as an additional insured. Lessor's failure to request or review such insurance certificates or policies shall not affect Lessor's rights or Lessee's obligations hereunder.

COVENANTS OF THE LESSEE:

1. Said Lessee does hereby covenant and agree with said Lessor that Lessee will:

(a) Pay rent at times and places without demand and in the manner aforesaid.

(b) Make all repairs, unless hereinafter provided, to the interior of the leased premises necessary for the occupancy of the Lessee (e.g., carpeting, painting), and to maintain such interior in the same condition of repair as it was at the commencement of this lease, ordinary wear and tear, and casualties set forth

hereafter in paragraph 3 (c) only, excepted. Lessee shall leave the leased premises at the expiration or prior termination of this lease, or any renewal or extension thereof, in as good a condition as received, or in which they may be put by the Lessor, excepting only reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or Lessor's agents, employees, or for any cause set forth in paragraph 3 (c).

(c) The parties do not intend for the Lessee to pay for repairs or improvements to the building structure or building systems. Therefore, if the Lessee, its agents or employees did not negligently cause damage to the building structure or any of the building systems (e.g., roof, sidewalks, parking lot, HVAC, electrical, fire-sprinkler, natural gas, water, or sewer), Lessor will be responsible for all of those upgrades and repairs. But, if the Lessee, its agents or employees negligently cause damage to the building structure or any of its systems, Lessee shall be responsible to repair the building or system, or to pay for the reasonable cost of any such repair that is necessary.

(d) Any communications system that is proprietary to the Lessee's dispatch and emergency operations (e.g., roof top antennas for cellular service, microwave, 800 MHz system, or internet service) shall be repaired and upgraded at the sole cost of the Lessee.

(e) Use and occupy said premises in a careful, safe and proper manner, commit no waste therein or damage thereto, keep entire leased premises in a clean and sightly condition.

(f) Not use or occupy said premises for any unlawful purpose; conform to and obey all present and future laws, and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupancy of the demised premises.

(g) Not use or occupy said premises, or permit the same to be used or occupied for any purpose deemed extra hazardous. The parties agree that police dispatch and emergency operations work is not deemed extra hazardous.

(h) Make no alterations or additions in or to said premises, nor use present floor or roof joists or trusses to support hoists or other similar equipment, without first securing the written consent of said Lessor; which consent shall not be unreasonably withheld. Provided, however, Lessee shall have the right to perform interior remodeling and to place exterior signage appropriate to Lessee's intended use of the premises.

(i) Assume all risk of breakage of any glass in said premises and promptly replace same at Lessee's expense any broken glass of same kind, quality and size; except, however, that any glass breakage due to structural defects of said premises or on account of fire or willful neglect of Lessor, shall be promptly replaced by and at the expense of Lessor.

(j) Not permit said demised premises to remain vacant or unoccupied for more than forty-five (45) consecutive days, excluding initial construction period not to exceed 120 days, at any time during the term of this lease without the written consent of the Lessor.

(k) Not assign or encumber this lease, nor underlet said demised premises, or any part thereof, without the written consent of the said Lessor; provided, however, Lessor shall not arbitrarily withhold consent to an assignment or sublease if the proposed assignee or sublessee is reputable, solvent, and the business operations will not increase fire or other insurance rates. Any granting by Lessor of his consent to an assignment or sublease by Lessee shall in no case be deemed a waiver of the requirement for prior written consent of Lessor to subsequent and successive assignments or subleases, and by such assignment or sublease shall not operate to eliminate, reduce or impair the Lessee's primary and continuous obligations and liabilities hereunder. Lessor specifically consents to the assignment or sublease of the premises for the purposes of the installation or upgrade of communications technology associated with police dispatch or emergency operations (e.g., roof top antennas for cellular, microwave, 800 MHz system, or internet service), provided that such can be accomplished while

maintaining the structural integrity of the building, and without violating the building code, or other local, state or federal law.

(l) Upon termination of this lease, promptly deliver up and surrender to Lessor, upon demand, the leased premises. Provided, however, Lessee shall have a six (6) month period of time from the termination of the lease to demobilize and move out of the leased space. During each month of that six month time period during which the Lessee has not moved out and surrendered the leased premises, Lessee shall pay monthly rent to the Lessor at the same rate as the previous month's rent before the lease terminated. Upon surrender of the premises at any time during the six month time period, no further rent shall be due, except for the current month's rent. All monthly payments shall be made by the last day of the month.

(m) Lessor and Lessee agree to equally share the costs of repair or replacement "as needed" to the generator located on the outside of the premise on the east side of the building. However, it is the parties' understanding that the current generator may be much larger than would what be required if an electrical load study was performed to size the generator to current demand/load. If the generator must be replaced, the Lessee and Lessor agree to have a demand/load study performed by a professional electrical engineering firm (or substantially similar consultant), and have the new generator sized properly for the current demand/load. The parties further understand that the tenancy in various parts of the building could change over time, and that a tenant could be brought in who spikes the electrical demand/load. Currently, the Lessee is thought to be the highest demand/load user in the building, and thus has agreed to pay half of the generator cost. If, however, at the time of generator replacement, the study shows that the Lessee is no longer the highest demand/load user, then the Lessee will pay a pro-rata, proportionate share of the generator cost based upon its demand/load, as determined by the demand/load study. For example, if the demand/load study shows that thirty percent (30%) of the sizing of the generator is due to the actual or

projected electrical load of the Lessee, then the Lessee will pay thirty percent (30%) of the cost of the generator.

COVENANTS OF LESSOR:

2. Lessor does hereby covenant and agree with Lessee:

(a) Lessor will maintain the exterior of the demised premises in good repair and condition, ALLOWING FOR NORMAL WEAR AND TEAR;

(b) Lessor will promptly and seasonably pay any and all taxes and assessments legally assessed against said premises;

(c) If the Lessee will pay the rent as herein provided, and will keep and observe and perform all of the material provisions of this lease to be kept, performed and observed by the Lessee, said Lessee shall and may peaceably have, hold and enjoy the said demised premises for the term aforesaid;

(d) Lessor shall pay all operating expenses during the term of this lease or any subsequent extension thereof. "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary, or customarily incurred in connection with the operation, maintenance, repair and replacement of the Building components, Building systems, Building structure and the Building Complex. Operating Expenses shall include, but are not limited to: real property taxes, supplies, electricity, natural gas, water, fire alarm system, fire suppression system, HVAC system, sanitation, janitorial, general maintenance and repairs, roofing, siding, landscaping maintenance, snow removal, insurance, professional building management, legal and accounting.

MUTUAL COVENANTS:

3. It is mutually agreed by and between the Lessor and the Lessee that:

(a) All fixtures and/or equipment, except all permanent type remodeling or repairs and wiring equipment, which shall be permanently affixed thereto, shall continue to be the property of the Lessee, and may be removed by

the Lessee at the expiration or termination of this lease, or any renewal extension thereof; provided, however, that Lessee is not in default of any material provisions of this lease, or extensions or renewals thereof, and that Lessee shall at his own expense repair any injury to the premises resulting from such removal, and leave said premises in same condition as when received, usual wear and tear only excepted;

(b) All personal property of Lessee or Lessee's customers or invitees upon said demised premises shall be there at Lessee's sole risk and the Lessor shall not be liable for any loss or damage done to, or loss of such personal property, or for any damage or loss suffered by the business or occupation of the Lessee arising from any act or neglect of Lessee, or Lessee's employees or third persons, or from bursting water, sewer or gas lines, or overflowing or leaking water, sewer or gas lines, or from heating or plumbing fixtures, or from electric wires, or from gas, odors, or caused in any manner whatsoever, except if chargeable to negligent acts of Lessor or breach of any of Lessor's obligations hereunder;

(c) In event the leased premises shall become unfit for Lessee's use above specified, by reason of fire, explosion, or other cause beyond the control of the parties hereto, the Lessor shall have the option of restoring said premises to substantially the same of equal condition prior thereto within ninety (90) days after such event occurs; however, during the period of restoration, if the premises are wholly unsuitable for Lessee's intended use, latter shall pay no rent during said period, and upon completion of restoration Lessee may reoccupy and the primary term of this said lease shall be extended for a period equal to that during which Lessee shall be out of possession. If said premises cannot be restored within such ninety (90) day period after any such casualty, using local contractor and the available materials and at reasonable expense to Lessor, or Lessor should elect not to restore said premises, Lessee shall have the right to immediately cancel and

terminate this lease by giving written notice of such election to terminate, provided that rentals shall be adjusted and paid or repaid to date of casualty.

(d) The parties acknowledge that as of the date of this lease, there is currently an abundance of parking at the leased premises to which the Lessee has access. It is anticipated the Lessee will primarily park on the northeast side of the leased premises, but it is not required. If parking becomes inadequate for any reason, the parties agree to cooperatively amend this lease and assign an adequate number of spaces to the Lessee for its employees, agents or contractors.

(e) Lessor acknowledges that the Lessee's governmental operations are critical in protecting the peace, safety, health and welfare of the citizens of Casper, Wyoming. Those operations may occur seven days per week, twenty four hours per day. Lessor further acknowledges that information the Lessor receives in its course of operations may be confidential, sensitive or otherwise protected by law. Therefore, unless an imminent, potentially life-threatening emergency exists (e.g., fire in the building, terrorist attack, etc.), Lessor may not access or inspect the leased premises without the written permission of the Lessee. However, Lessor may access the leased premises to the same extent that the general public may do so, all in accordance with City of Casper policy and guidelines.

(f) If a petition in bankruptcy be filed by or against the Lessee, or if the Lessee be declared insolvent, or if the Lessee shall make an assignment for the benefit of creditors or otherwise, or if Lessee's leasehold interest shall be levied upon under execution or other process or a receiver to appointed for the Lessee whether under the operation of federal or state statutes, then and in any of said cases the whole rent for the full and entire term of this lease shall at once become due and payable and shall become a fixed liability absolutely owing to the Lessor in the same manner as if by the terms of this lease the whole rent for the full and entire term were payable in advance, and shall constitute a debt provable in bankruptcy or receivership; provided, however, that Lessor may by written

notice mailed to Lessee, waive any claim hereunder for the unpaid balance of rent for the full term hereof, and may without further notice to the Lessee or any assigns, transferee, receiver, trustee or any other person or persons, terminate this lease and immediately retake possession of said premises.

(g) If any installment of rent provided for herein shall not be paid when due, or within forty-five (45) days after written notice of such default has been mailed to Lessee, or if Lessee defaults under any of the other material provisions of this lease and remains in default thereof for a period of forty five (45) days after written notice of such default or defaults has been mailed to Lessee, Lessor may thereupon and at its election:

1. Declare immediately due and payable the whole rent for one full year, and, and the Lessor may by suit or otherwise proceed to collect the same, or

2. Terminate the lease, or pursue any other appropriate remedy or remedies based upon Lessee's default or defaults. Delay in the enforcement of any of the Lessor's remedies under any specific default or defaults by Lessee shall in no case be deemed a waiver of Lessor's rights thereafter to enforce any of such remedies under this same or any subsequent default of Lessee.

(h) If, after the expiration of this lease, Lessee shall remain in said premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month, on the same general conditions as provided in this lease, and rental for such tenancy unless otherwise agreed by the parties hereto, shall be the current rate plus ten percent (10%), which rental shall be payable in advance on the same day as provided in this lease.

(i) That all notices given pursuant to this agreement shall be in writing and shall be delivered to the parties hereto or sent by fax or regular mail to the addresses listed below:

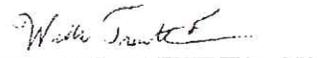
NEIL A. MCMURRY, MANAGING MEMBER
PLATTE RIVER CROSSING, LLC
PO Box 2390
CASPER, WY 82602
Fax: 307.234.9817

JOHN C. PATTERSON, CITY MANAGER
CITY OF CASPER
200 N DAVID STREET
CASPER, WY 82601
Fax: 307.235.8313

(j) Time and manner of performance are of the essence of the within lease, all provisions of which are codependent, for the benefit of and binding upon the lessor and lessee, their respective heirs, successors, assigns and devisees as of the day and year first above written.

(k) The parties agree that this lease shall be recorded in the real estate records of the Natrona County Clerk's Office. Each party shall pay one-half of the cost of recording.

Approved as to form:



Lessor:



NEIL A. MCMURRY, MEMBER
PLATTE RIVER CROSSING, LLC

Lessee:

PAUL L. MEYER, MAYOR
CITY OF CASPER

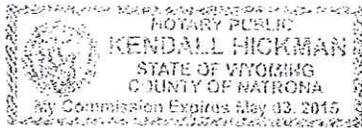
STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on March 5, 2014 by Neil A. McMurry as the Managing Member of Platte River Crossing, LLC.

Kendall Hickman
(Signature of notarial officer)

(Seal, if any)



[My commission expires: 05-03-2015]

STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on March _____, 2014 by Paul L. Meyer as the Mayor of the City of Casper, Wyoming.

(Signature of notarial officer)

(Seal, if any)

[My commission expires: _____]

EXHIBIT
A

GENERAL INFORMATION

DATE OF PREPARATION: JAN 19, 2017

PROJECT NO: 941987

PROJECT NAME: BLACKMORE MARKETPLACE ADDITION NO. 7

VICINITY MAP

REQUIREMENTS

THE PROPOSED DEVELOPMENT IS SUBJECT TO THE CITY OF CASPER'S ZONING ORDINANCE AND THE CITY ENGINEER'S REVIEW AND APPROVAL.

CERTIFICATE OF SUBMITTAL

DATE OF SUBMITTAL: JAN 19, 2017

PROJECT NO: 941987

NOTICE TO THE CITY OF CASPER, WYOMING

THE CITY ENGINEER HAS REVIEWED THE SUBMITTAL AND HAS DETERMINED THAT THE PROJECT COMPLIES WITH THE CITY OF CASPER'S ZONING ORDINANCE AND THE CITY ENGINEER'S REVIEW AND APPROVAL.

BLACKMORE MARKETPLACE ADDITION NO. 7

TO THE CITY OF CASPER, WYOMING

PROJECT NO: 941987

DATE OF PREPARATION: JAN 19, 2017

March 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief

KK

SUBJECT: Fire Department Update

Recommendation:

For information only.

Summary:

The Casper Fire Department will present our Annual Report along with proposal for Wyoming Medical Center Ambulance and Staffing at Station 2 and Residential Alarm Ordinance changes.

2013 Casper Fire-EMS

Annual Report



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*City of Casper Fire-EMS
Annual Report 2013*

Our Mission:

We serve to consistently improve the health and safety of our community with skill and compassion.



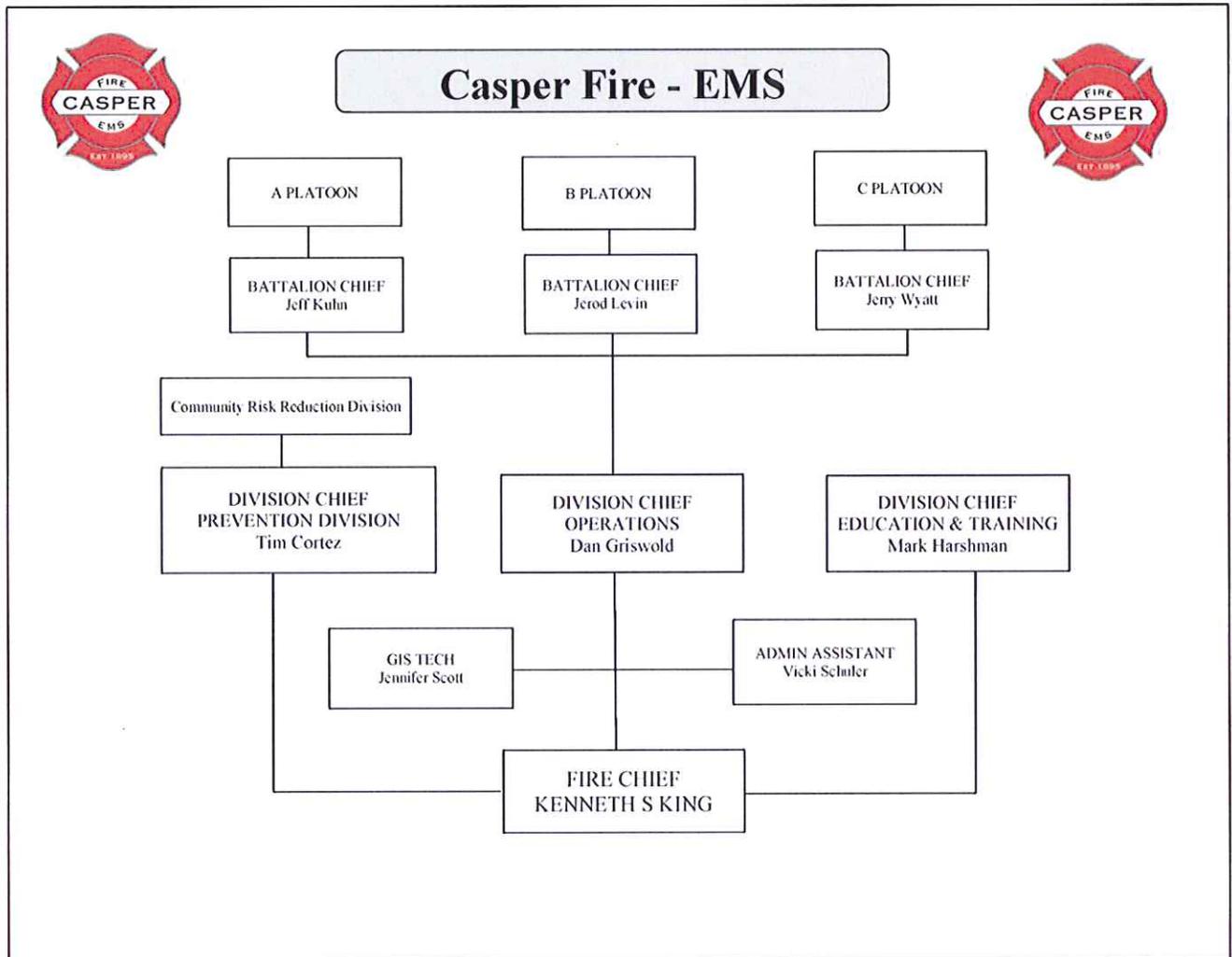
Trust

-Us to be there

Pride

Effective

Organizational Chart:



A Message from the Chief:

Significant changes occurred within the Casper Fire-EMS Department (CFD) during 2013. The most significant of those changes was the announcement in June of the retirement of Fire Chief Mark Young after 34 years of service. The announcement came as a shock to all of us. Chief Young accepted the position of Assistant State Fire Marshal for the Wyoming State Fire Marshal's Office. Chief Young was appointed to Fire Chief in 1999. During Chief Young's tenure, the Department's philosophy on customer service and its relationship to the Departments mission, vision and long-range goals became the Department's expectations and standards of performance. Individual firefighters were empowered to act in the best interest of the customer. Before Chief Young the term "customer" was not widely used in the public sector. Our success can now be measured by the community support we receive, where the level of customer satisfaction is second to none! Chief Young also replaced Fire Station No. 3 in 2011, and further broadened the scope of services provided to the citizens by implementing the Community Risk Reduction Division and Paramedic Program.

Filling Chief Young's position was a daunting task, and ultimately the City Manager's Commission hired me to fill the role. I would like to say thank you to that group. The confidence and trust the group has invested in me is very humbling. A Fire Chief is part business class, part firefighter, a unique combination of academics mixed with business intelligences, a people person with a whole lot of ideas. The Casper Fire-EMS Department is often compared to a family, and the future is to keep the family together and strong. We are much more than just a fire department. We are here for impact. People don't buy what we do; they buy why we do it. We are going to be "others-focused" instead of "self-focused". My management philosophy stresses employee participation in all aspects of department decision making. I look forward to leading the members within this great organization and serving our citizens for many years to come.

Our firefighters will always be there to respond to your emergencies, but you should know that even when it's not an emergency, our department is working to improve public safety. Our job is to keep Casper safe.



Operations:

The Casper Fire-EMS Department currently operates out of 5 Fire Stations spread throughout the City with a staffing of 18 personnel on duty each day. A minimum of 18 personnel are distributed over 5 Engines companies, 1 Truck, 1 Rescue and 1 Command Vehicle in service all day, every day to the citizens and visitors of the City of Casper. The Operations division provides numerous public services to the community. In addition to structure fire responses, Casper Fire-EMS fire engines respond to medical emergencies and non-emergencies, various rescue incidents, as well as hazardous material incidents. Operations Division firefighters are also involved with teaching fire safety in Casper's schools, inspections of numerous Casper area businesses, as well as many other calls for public service.

Operation's goal is to be aggressive, disciplined division when responding to the public safety needs of our community. We achieve this goal through trust in each other, pride in our mission, and effectiveness in leadership, training, and command.

Significant events affecting the Operations Division in 2013 include:

- The retirement of Fire Chief Mark Young on May 28, 2013.
- Operations Chief Kenneth King was promoted to Fire Chief on July 1, 2013.
- Battalion Chief Daniel Griswold was promoted to Operations Chief on October 21, 2013.
- Captain Jerod Levin was promoted to Battalion Chief on October 21, 2013.
- Operations had no civilian fire deaths.
- Operations had no firefighter fire injuries or deaths.
- New cardiac monitors were put into service on every engine and the rescue. The new monitors give our EMTs the ability to transmit ECG rhythm strips to the hospital from the emergency scene.
- Secured funding for new thermal imagers, hydraulic extrication tools, and ordered airpicks.

Community Risk Reduction:

The Community Risk Reduction (CRR) Division concentrates the majority of its efforts in three main categories. The first is plan review for new buildings and those undertaking an extensive remodel. With so much at stake, the work is meticulous and involves the interpretation and application of a number of fire code references. The goal is safer structures that help ensure no loss of life due to fire or smoke.

The second category is inspection. This is the task of fire inspectors and engine companies going out in the community to ensure that existing buildings are properly maintained and fire mitigation devices are in place and functional. The goal is to keep fires small or extinguishing them all together while allowing citizens a safe path to exit the building. In addition, our members learn the buildings which is paramount should they have to respond to an emergency.

The third category is public education. We teach fire safety to all ages but we focus mostly on the younger children. We go into almost all schools in the City of Casper to spread our message. In addition, our division runs the DARE program for the city. This puts three of our inspectors in various schools during the regular school year. The goal of public education is to minimize youth fire setting, inform citizens of what to do in the case of an emergency and most of all, to educate citizens on how to prevent an emergency all together.

Community Risk Reduction cont.:

The last category is fire investigation. This is the only category that we cannot plan for and must react to. Fire investigation is a meticulous process that occurs during and after a fire. Through scene reconstruction, interviews, and evidence analysis we try to determine the nature and cause of every fire. If this information can be obtained, we can contribute to the prevention of future occurrences. This can be in the form of educating citizens on the use of certain products, informing citizens of certain practices that lead to emergencies or in some cases, prosecuting arsonists who deliberately set fires.

Significant events affecting the Community Risk Reduction Division in 2013 include:

- First Residential Sprinkler (13D) Install
- Conducted Several Youth Fire Setter Interventions; there have been no known repeat offenders
- CRR Arson Investigators along with Casper Police Officers successfully arrested one arsonist; for the fire at 224 N Jefferson. Another individual will be prosecuted for the fire at 1715 South Jackson.
- Assumed the D.A.R.E program from Casper Police Department with the start date to be in January 2014; trained one part-time and two full time officers from within the CRR division to carry out the program's mission.
- 110 building plan reviews were conducted (building, sprinkler, or remodel). 27 plan reviews were conducted for Community Development
- 47 permits were issued.
- 10 stove installs were conducted.

Training:

The training and personnel division is a critical division in Casper Fire-EMS as it provides for the education and wellness of all firefighters within our organization. This division is responsible for hiring, promotional testing, and disciplinary action. Furthermore, this division ensures our members are healthy through programs and exams.

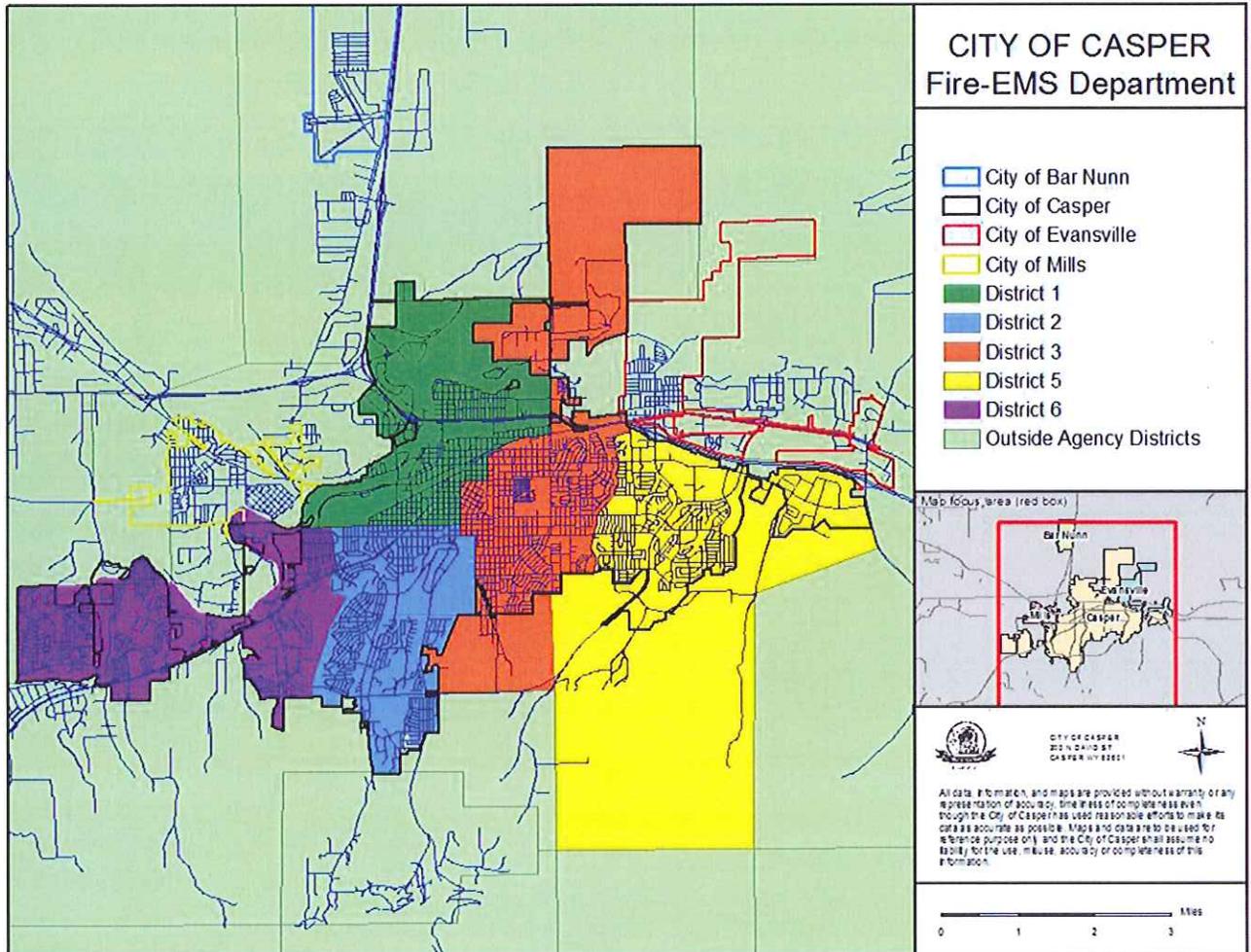
The training aspect of the division is the vehicle which allows our organization to reach its vision of providing service with skill. The skills firefighters possess are learned and must be constantly honed and updated. As our world evolves, so must the fire service. For every additional service our community asks of us, we must obtain new skill sets.

The goals of this division are to see our members:

- Get all the knowledge they can in order to better serve the public.
- Are educated and empowered to make the best decisions.
- Have a long and healthy career.
- Go home after every shift.

This division strives to ask the difficult questions and make the impossible solutions, possible. Although the division is the responsibility of Division Mark Harshman, the real work is done by the firefighters who dedicate themselves to teaching so, "Everyone Goes Home".

Response Zones:



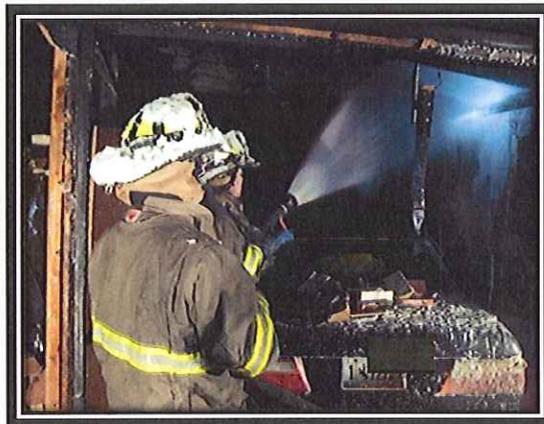
Count of Incidents by Type

Total Calls for Service 6614

Fire:

Incident Type	Number of Incidents
Brush or brush-and-grass mixture fire	6
Building fire	34
Camper or recreational vehicle (RV) fire	1
Cooking fire, confined to container	19
Dumpster or other outside trash receptacle fire	7
Fire in mobile home used as fixed residence	3
Fire, Other	6
Fires in structure other than in a building	1
Forest, woods or wildland fire	1
Garbage dump or sanitary landfill fire	1
Grass fire	12
Mobile property (vehicle) fire, Other	1
Outside equipment fire	1
Outside rubbish, trash or waste fire	13
Passenger vehicle fire	27
Road freight or transport vehicle fire	2
Special outside fire, Other	5
Trash or rubbish fire, contained	3
Grand Total	143

- 10 fires were involved or Arson level investigation
- 55 fires were investigated by the Community Risk Reduction Division
- 78 fires were considered minor fire investigations



EMS/Rescue:

Incident Type	Number of Incidents
Emergency medical service, other	36
EMS call, excluding vehicle accident with injury	3589
EMS; Cancelled upon arrival	300
Extrication of victim(s) from machinery	1
Extrication of victim(s) from vehicle	10
Extrication, rescue, Other	1
False Lifeline Alarm	83
High-angle rescue	2
Lock-in (if lock out , use 511)	14
Medical assist, assist EMS crew	107
Motor vehicle accident with injuries	217
Motor Vehicle Accident with no injuries	188
Motor vehicle/pedestrian accident (MV Ped)	27
Removal of victim(s) from stalled elevator	9
Rescue or EMS standby	6
Rescue, EMS incident, other	11
Search for lost person, other	4
Search for person in water	21
Search for person on land	3
Swift water rescue	5
Swimming/recreational water areas rescue	1
Water & ice-related rescue, other	1
Watercraft rescue	1
Grand Total	4637

Hazardous Condition:

Incident Type	Number of Incidents
Accident, potential accident, Other	1
Arcing, shorted electrical equipment	49
Breakdown of light ballast	2
Carbon monoxide incident	10
Chemical hazard (no spill or leak)	3
Chemical spill or leak	4
Electrical wiring/equipment problem, Other	24
Gas leak (natural gas or LPG)	29
Gasoline or other flammable liquid spill	19
Hazardous condition, Other	3
Heat from short circuit (wiring), defective/worn	7
Non-electrical Wiring/Equipment Problem	10
Oil or other combustible liquid spill	14
Overheated motor	6
Power line down	74
Regional Response (RR2 Team)	1
Vehicle accident, general cleanup	7
Grand Total	263

Service Calls:

Incident Type	Number of Incidents
Animal rescue	2
Assist invalid	231
Assist police or other governmental agency	66
Cover assignment, standby, moveup	6
Defective elevator, no occupants	3
Lock-out	17
Person in distress, Other	58
Police matter	16
Public service	21
Public service assistance, Other	8
Ring or jewelry removal	2
Service Call, other	84
Smoke Detectors; Install or battery install	22
Smoke or odor removal	16
Unauthorized burning	11
Unusual Odor; Nothing Found	33
Water or steam leak	3
Water problem, Other	3
Grand Total	602

False Alarms:

Incident Type	Number of Incidents
Alarm system activation, no fire - unintentional	74
Alarm system sounded due to malfunction	36
Carbon monoxide detector activation, no CO	14
Central station, malicious false alarm	5
CO detector activation due to malfunction	10
Detector activation, no fire - unintentional	43
Direct tie to FD, malicious false alarm	1
Extinguishing system activation due to malfunction	1
False alarm or false call, Other	58
Heat detector activation due to malfunction	2
Local alarm system, malicious false alarm	2
Malicious, mischievous false call, Other	4
Smoke detector activation due to malfunction	29
Smoke detector activation, no fire - unintentional	86
Sprinkler activation due to malfunction	5
Sprinkler activation, no fire - unintentional	9
System malfunction, Other	14
Telephone, malicious false alarm	1
Unintentional transmission of alarm, Other	23
Grand Total	417

Other:

Incident Type	Number of Incidents
Authorized controlled burning	6
Biological hazard investigation	1
Citizen complaint	1
Dispatched & cancelled en route	55
Dispatched & cancelled en route - EMS	239
Dispatched & cancelled en route - FIRE	60
Dispatched & cancelled en route - HAZMAT	1
Dispatched & cancelled en route - SERVICE CALL	6
Dispatched & cancelled en route - Wildland FIRE	3
EMS call, party transported by non-fire agency	5
Fire Code Citation	1
Fireworks explosion (no fire)	3
Good intent call, Other	86
HazMat release investigation w/no HazMat	13
Lightning strike (no fire)	1
Overpressure rupture of steam pipe or pipeline	1
Overpressure rupture, explosion, overheat other	1
Smoke from barbecue, tar kettle	5
Smoke scare, odor of smoke	35
Steam, Other gas mistaken for smoke, Other	3
Steam, vapor, fog or dust thought to be smoke	15
Wrong location	11
Grand Total	552

Additional Demographics of Incidents

Total Calls by District

- District 1 – 1790
- District 2 – 917
- District 3 – 1536
- District 5 – 932
- District 6 – 922
- Districts Outside The City Limits – 75
 - There are areas outside the city limits that are CFDs first in area.
 - Calls cancelled en route not included
 - CFD Engine Company Responses

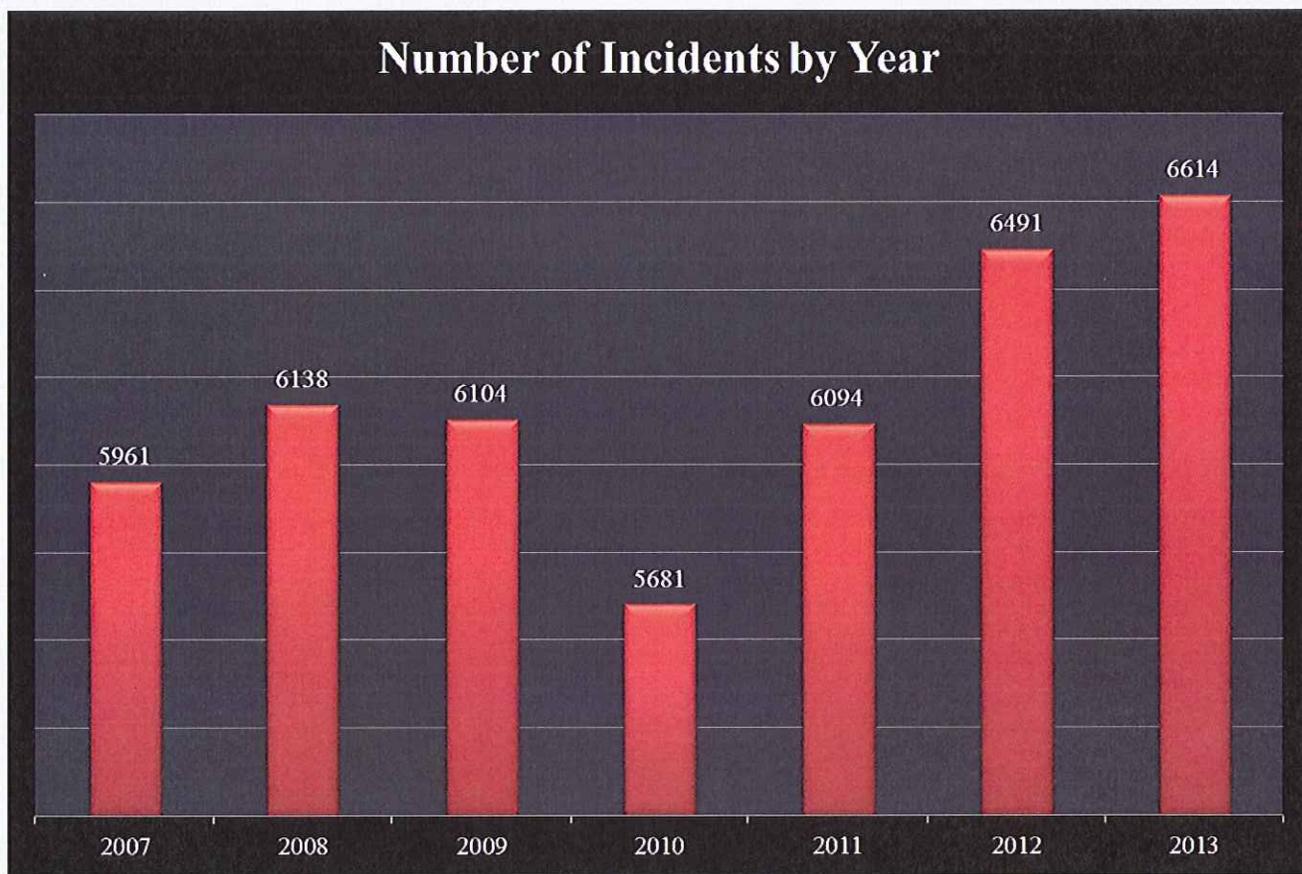
Mutual Aid Given/Received:

Aid Rendered	Number of Incidents
Mutual Aid Given	135
Mutual Aid Received	11
None	6468

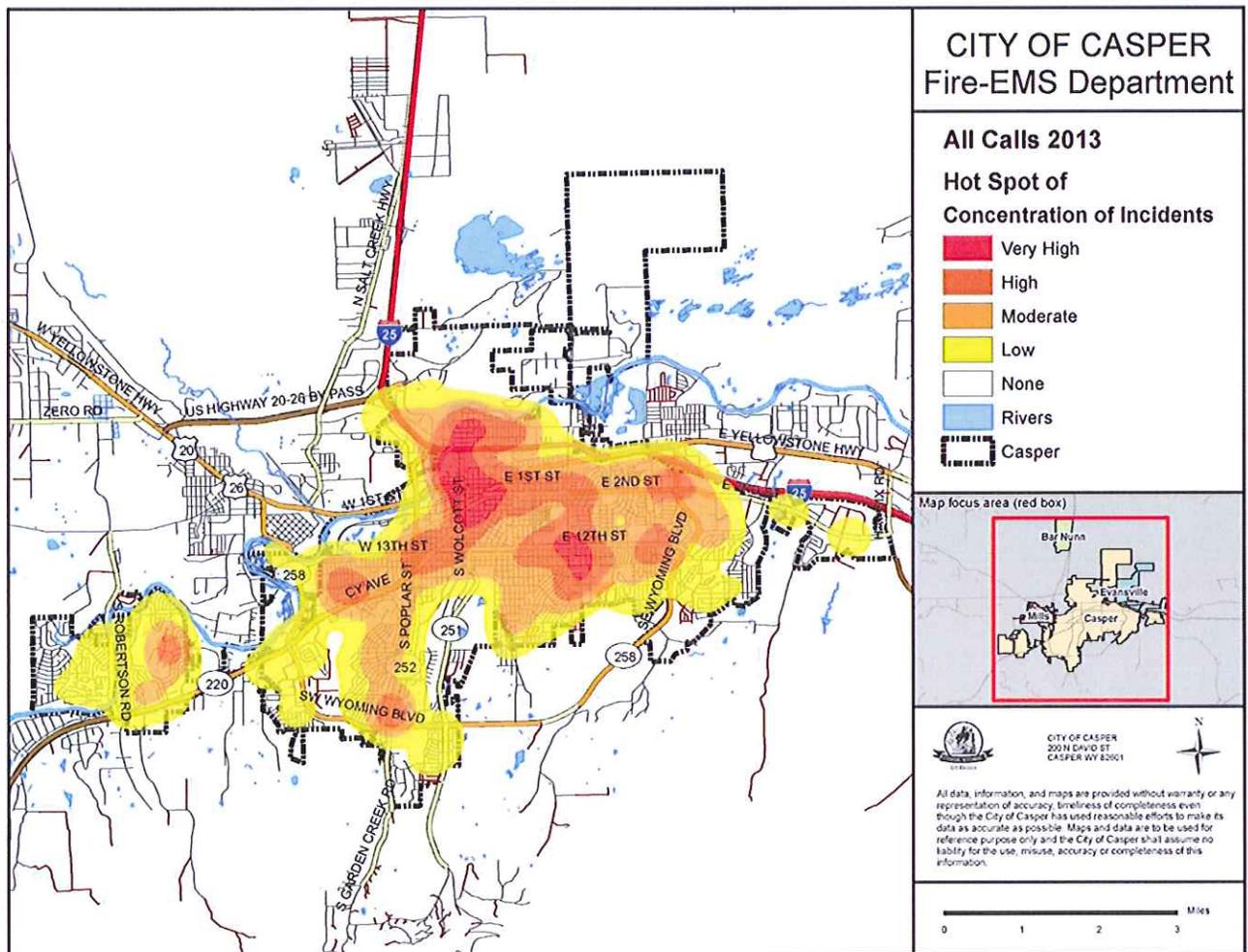
**Calls cancelled en route not included

CFD was requested 322 times to assist law agencies for a service or medical call (this is in addition to being dispatched to assist a law agency for non-medical or service calls as reported above)

Incident Chart 2007 -2013

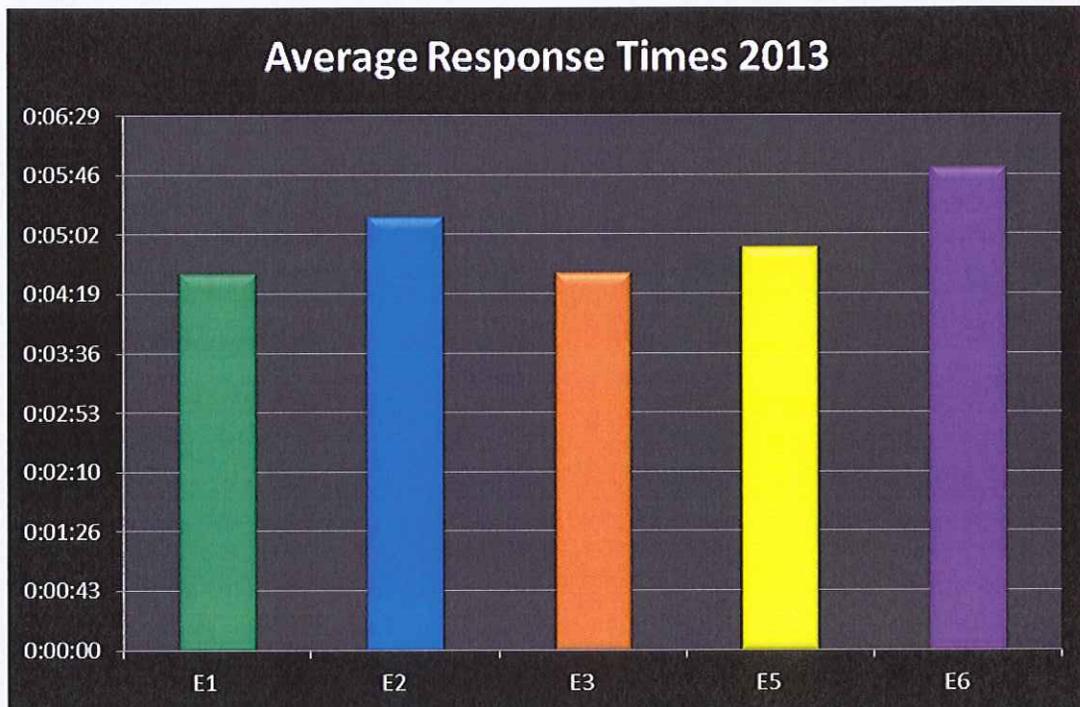


Hot Spot Map/All Calls:



Average Response Times

CFD Unit	Average Total Response
E1	0:04:33
E2	0:05:15
E3	0:04:34
E5	0:04:53
E6	0:05:51
Grand Total	0:04:53



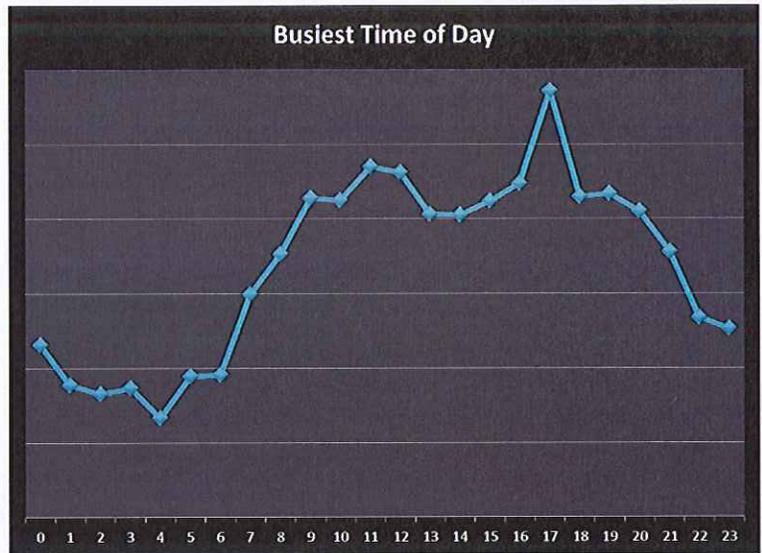
Times based on the following criteria:

- Emergent calls
- CFD Engines
- Did not include calls cancelled prior to arrival on scene
- First Arriving Engine Only

Total Response is defined as the time the reporting party calls to the time the unit arrives at scene.

Number of Incidents by Hour of Day

Hour of Day	Number of Incidents
0	231
1	177
2	165
3	173
4	133
5	189
6	191
7	299
8	353
9	428
10	425
11	470
12	462
13	406
14	405
15	424
16	448
17	571
18	430
19	434
20	410
21	356
22	268
23	253



571 Five O'Clock Hour

Top Three Incident Types/Busiest Time of Day:

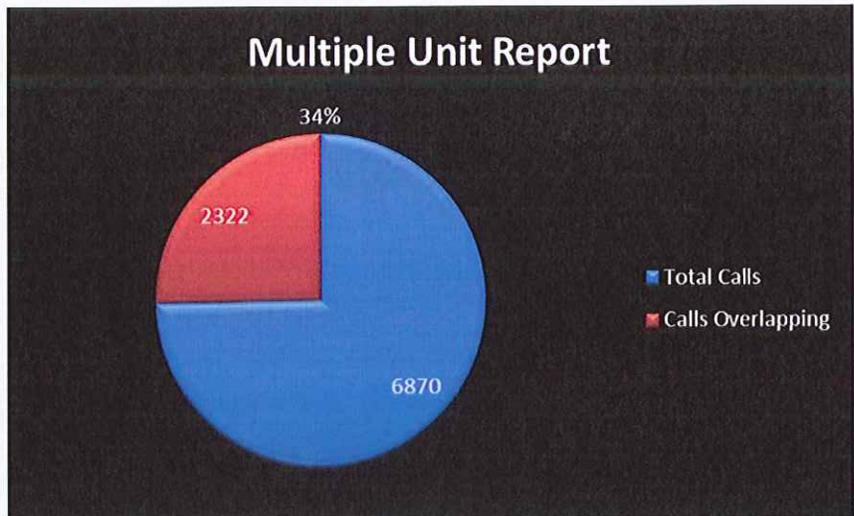
<u>Incident Type</u>	<u>Number of Calls</u>	<u>% of Calls/5 O'Clock Hour</u>
EMS call, excluding vehicle accident with injury	265	46%
Motor vehicle accident with injuries	49	9%
Motor Vehicle Accident with no injuries	48	8%

This report includes all calls for service regardless of type of response, unit that responded, or incident type

More than one unit can respond to an incident.

Hour of day is a number that represents a portion of the day. 0 would be between 12:00 am and 1:00 am, 1 would equal 1:00 am to 2:00 am and so on.

Overlapping Calls

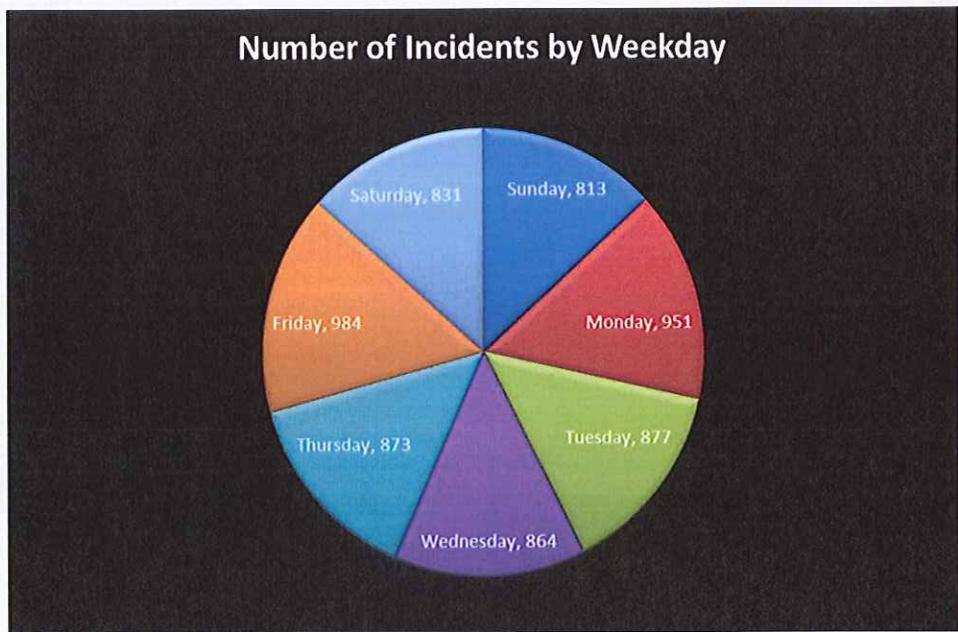


Overlapping calls is defined as; when more than one unit is on a call or responding to a call at the same time.

More than one unit can respond to the same incident.

This report includes all CFD responses regardless of response type or incident type. It does not include any cancelled responses.

Calls by Day



Does not include calls cancelled enroute and only considers first arriving unit.

Inspections Completed

<u>Inspection Type</u>	<u>Count</u>
Acceptance Test	34
Assembly-Restaurant, Bar, etc.	98
Business Occupancy Inspections	24
Code Research Associated with Consult or Inspection	9
Consultation	74
Daycare Inspections	119
Elevator Inspections	2
Engine Company Inspections	279
Factory, Storage or Hazard Occupancy Inspections	3
Final Certificate of Occupancy	34
Fire Alarm/Fire Protection/Sprinkler Inspections	181
General Inspections	55
Grey Slip Inspection	26
Hotel/Motel Inspections	3
Hydrant Flow Testing	4
Institutional Occupancy Inspections	6
Investigations	5
Knox Box Installs	21
Legal Notices	8
Occupant Load Survey	3
Permit Inspections	3
Plan Review	46
Referral/Complaint	10
Residential Inspection	12
Respite Care Inspection	42
Retail and Big-Box Store Inspections	7
School-Educational Inspections	31
Temporary Certificate of Occupancy	6
Vacant Building Audit	1
Total	1130

Total number of inspections completed does not include re-inspections of occupancies.

Citations

Casper Fire-EMS Community Risk Reduction Division issued one fire code citation in February of 2013.

Public Education Activities

Public Education	Count of date
Pub-Ed; Assisted Living	5
Pub-Ed; Business	5
Pub-Ed; College	2
Pub-Ed; Daycare/Preschool	3
Pub-Ed; Elementary School	19
Pub-Ed; High School	7
Pub-Ed; Impromptu/Unplanned	3
Public Appearance, etc.	10
Public Education	8
Public Informaiton Officer Activities	3
Youth Firesetter Activities	2
Grand Total	67



Staffing

Total Staff:

Fire Chief	1
Division Chief	3
Battalion Chief	3
Fire Captain	15
Fire Engineer	21
Firefighter	22
Firefighter Trainee	3
CRR Officer I	2
CRR Officer II	5
GIS Technician	1
Administrative Assist.	1
Total	77



Promotions:

Name	Promotional Date	Title
Leinonen, Justin	1/1/2013	Captain
Black, Jacob	1/14/2013	CRR Officer II
Sundell, Andrew	3/4/2013	Firefighter
Burgess, Ausin	6/6/2013	Engineer
Neff, Ryan	6/10/2013	CRR Officer I
King, Kenneth	7/1/2013	Fire Chief
Crotty, Garrett	9/10/2013	Firefighter
Andersen, Dane	10/16/2013	Firefighter
Nielsen, Isaac	10/16/2013	Firefighter
Maddox, James	10/16/2013	Engineer
Levin, Jerod	10/16/2013	Battalion Chief
Speiser, Jason	10/16/2013	Captain
Griswold, Daniel	10/16/2013	Division Chief
Elliott, Josh	10/16/2013	Firefighter
Garvin, Devin	1/13/2014	CRR Officer II

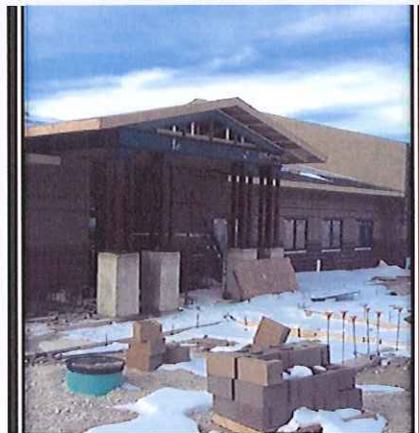
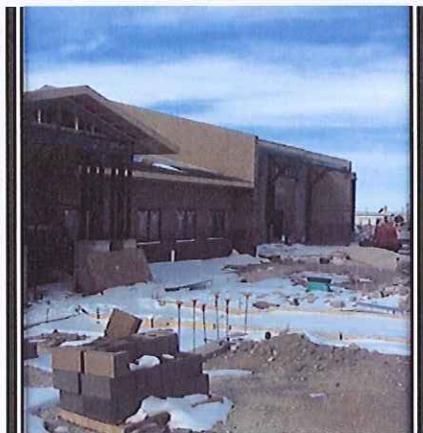
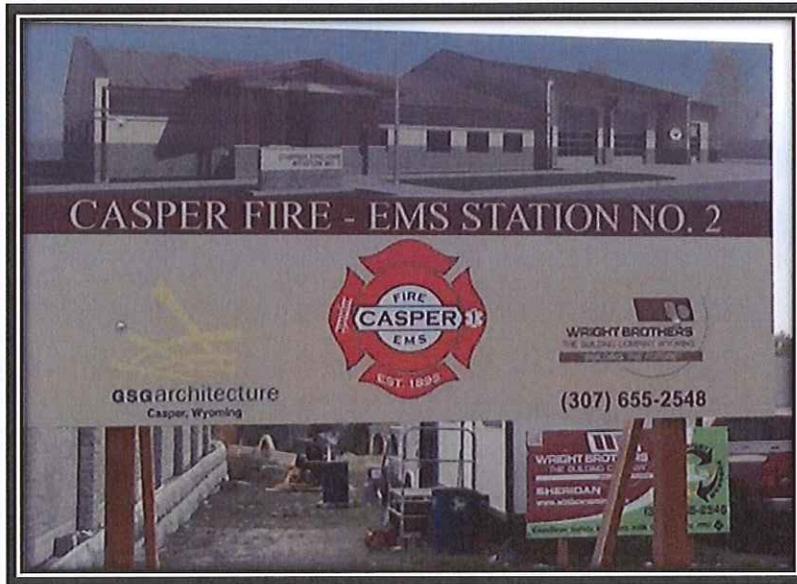
Retirements:

Name	Retirement Date	Title
Buck, Roy	January 2, 2013	Fire Captain
Young, Mark	May 28, 2013	Fire Chief

In 2013 awards were given to crew and firefighter for the year:
 Crew of the Year – Casper Fire-EMS Honor/Color Guard
 Firefighter of the Year – Patrick Stafford

New Fire Station 2 Progression

- \$2.3 million
- 9000 sq. ft.
- 4500 sq. ft. living quarters
- 4500 sq. ft. apparatus bays
- Hopefully opening toward the beginning of May
- Replacing current Station 2

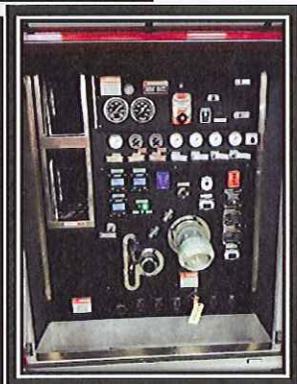
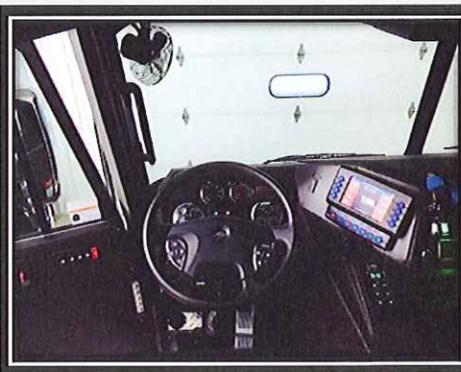


New Apparatus:

Engine 1 and Engine 5

- Purchased with 1% sales tax
- 2013 Spartan ERV trucks
- Cummins Engines
- Allison transmissions
- 750 gallons of water
- 30 gallons of foam
- Waterous 1500 gpm pumps

These trucks should be in service by the 1st of February. Current Engine 1 and Engine 5 are 1999 American LaFrance Engines that will become reserve engines.



Community Risk Reduction Vehicles:

- Three Ford F-250 ¾ ton 4 Wheel Drive Trucks
- Purchased with 1% sales tax
- Outfitted with emergency lighting and equipment for investigation of fires and completion of inspection duties on a daily basis.
- The radio systems in the trucks were purchased by grant funding

The CRR division vehicles have been used in support roles throughout time, operations support at emergency scenes, emergency delivery of services and medication when 2 wheel drive vehicles were unable to deliver to our customers and various situations where front line fire equipment would not be able to complete the task.



New ice rescue boat-RDC (rapid deployment craft)



Special Interest Programs:

Car Seat Installations

The Casper Fire-EMS Department has numerous members who are certified car seat technicians. Members are certified through Safe Kids and are available to properly install car seats for the safety of the children of Casper. The program is an asset to the community in that firefighters are available at all hours of the day to assist with car seat installs.

Smoke Detector Installations

Member of the Fire Department routinely install smoke detectors on citizen request and if a need is apparent. Each CFD Unit carries a supply of smoke detectors so the crews are prepared when the need presents itself. Crews are regularly in citizen's homes for many different reasons and installing smoke detectors during these unrelated visits adds to the citizen's safety.

Life Jacket Program

Casper Fire-EMS's Life Jacket Program was formalized in 2001. Every fire station has a stock of life jacket's available to the community to use free of charge. Every fire station also has a drop box where citizens can return the jackets after use. The goal of the program is to increase the safety of our citizens by making life jackets available and making it convenient for the citizens of Casper.

Community Relations

The Casper Fire-EMS Department is heavily involved in the fire and life safety of our citizens, especially children. Fire personnel are consistently teaching throughout the year at the various locations and venues. Crews also give numerous station and apparatus tours throughout the year to citizens of all ages.

Occupancy Inspections

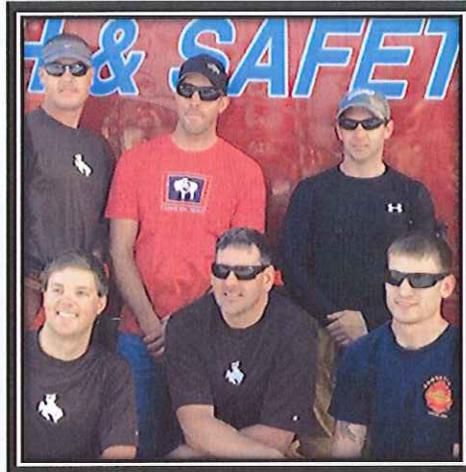
Engine companies and the Community Risk Reduction Division conduct fire safety surveys for numerous businesses in the City of Casper. These fire safety surveys benefit the citizens and business owners by identify and educating on safety concern but they also add to the safety of our personnel by helping them become more familiar with the occupancies in their districts.

Regional Response Team II

Wyoming Department of Homeland Security's Regional Response Team II (RRT2) is made up of Casper Fire-EMS personnel and personnel from other first responding agencies within the regional response area. RRT2 is an "all hazards" scope for initial response and mitigation of incidents in Natrona, Converse, and Niobrara Counties. The team is funded through a Wyoming Department of Homeland Security Grant.

CFD Affiliated Groups/Clubs:

Casper Firefighter Combat Challenge Team:



Casper Professional Firefighters Pipes and Drums



Casper Fire-EMS Department Honor Guard



Most Significant Event:



ALAN ROGERS | STAR-TRIBUNE

The charred interior of a garage is shown Wednesday at the scene of an overnight house fire on Ridgecrest Drive in Casper. Firefighters rescued a young girl and her sleeping parents from the fire during the early morning hours. A boy was also able to escape on his own through a basement window.

FIREFIGHTERS SAVE FAMILY

No one injured Wednesday in Casper house fire

By JOSHUA WOLFSON
Star-Tribune staff writer

Capt. Travis Garretson arrived to find fire chewing on a single-story home on Ridgecrest Drive.

Flames were consuming the garage and had burned about half of a pickup and a recreational vehicle parked in the driveway. Neighbors saw fire climbing into the trees.

Garretson went to work, using a radio to give instructions to firefighters traveling to the scene. Then a bystander emerged from the night with concerning news.

A family lives here. They are still inside.

Garretson, a 14-year firefighting veteran, knew most families evacuate before the engines even arrive. The attack would have to wait. The priority now was search and rescue.

He grabbed a second firefighter and went inside.

Flames hadn't penetrated into the living spaces yet, but there was heat and heavy smoke. It was 2:30 a.m. If people were inside this home — a modest structure with a brick facade — they would most likely be found in their bedrooms.

The darkness made it hard to see, but they could hear a little girl's screams. That surprised Garretson. With so much smoke, he

didn't expect anyone would still be conscious.

The firefighters found the girl in the bedroom, standing next to a bed. She looked to be about age 8 or 9, and seemed OK.

After they brought the girl outside, the firefighters went back into the home, searching for others. In another bedroom, they discovered the girl's parents, who'd started to awaken. The firefighters took them to safety as flames emerged into the house.

The whole thing took less than three minutes. There was time even to go back in and rescue the family dog.

"I was just very relieved, because of the fire and smoke," Garretson said. "I didn't know if we would have a successful rescue."

A boy in the basement escaped the fire on his own after a police officer broke out windows and yelled warnings to the family.

Firefighters gained control over the Wednesday morning fire within 10 minutes, but the house was nevertheless left uninhabitable. The blaze charred parts of the roof and consumed what appeared to be an SUV parked in the garage. The family is temporarily living with relatives, according to a fire official.

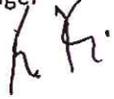
No one was injured in the fire. Its cause remains undetermined.

Contact Joshua Wolfson at 307-266-0582 or at josh.wolfson@trib.com. Visit <http://trib.com/news/opinion/blogs/wolfjammies> to read his blog. Follow him on Twitter @joshwolfson.

March 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Kenneth King, Fire Chief



SUBJECT: Fire Department Update

Recommendation:

For information only.

Summary:

The Casper Fire Department will present our Annual Report along with proposal for Wyoming Medical Center Ambulance and Staffing at Station 2 and Residential Alarm Ordinance changes.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 1st day of May, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wyoming Medical Center, Inc., 1233 E. 2nd Street, Casper, Wyoming, 82601, ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

- A. Contractor needs a location on the west side of the City to store its ambulance and house its ambulance personnel.
- B. City is the owner of Fire Station #2, which is located on the west side of the City at 4000 S. Coffman, Casper, Wyoming.
- C. City currently has space available at Fire Station #2 that Contractor may utilize for its ambulance and ambulance personnel in return for compensation.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. INCORPORATION OF RECITALS:

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Contract.

2. SCOPE OF SERVICES:

A. City shall provide:

1. Space in Fire Station #2 for one ambulance of the Contractor's. The exact location of the space shall be determined by the Fire Chief.
2. Two rooms in Fire Station #2 for Contractor's ambulance personnel. The exact rooms assigned shall be determined by the Fire Chief.

B. The Contractor shall:

1. Provide emergency ambulance and medical services from Fire Station #2 to the City of Casper in accordance with Contractor's own policies and procedures.
2. Pay the City compensation as described herein.

3. CONTRACT TERM:

- A. The term of this Contract is for a period of one year commencing on May 1, 2014 and ending May 31, 2015.
- B. Contractor may request an extension of the Contract term for up to two, additional one (1) year terms under the same terms and conditions contained herein; provided, however, that Contractor shall make such request in writing at least sixty (60) days prior to the end of the Contract term.
- C. Any extension hereunder may be approved administratively by the City Manager or his/her designee by letter, and without further Council approval.
- D. If City does not agree in writing to extend the Contract term, it shall expire at the end of the then current Contract term.

4. COMPENSATION:

In consideration of the City's promises under this Contract, the Contractor shall pay the City One Thousand Dollars and no cents (\$1,000) per month, not to exceed Twelve Thousand Dollars and no cents (\$12,000) on a yearly basis.

5. METHOD OF PAYMENT:

Payment will be made by Contractor in monthly installments of One Thousand Dollars and no Cents (\$1,000). Payment is due and payable by the Contractor to the City on the first day of each month through the end of the Contract term, upon execution of this Contract by all parties. Payment shall be remitted to City of Casper, Finance Department, 200 North David Street, Casper, Wyoming 82601.

6. ACCESS BY CITY:

City reserves the right to require the Contractor to use a different space for the ambulance or different rooms in Fire Station #2 premises as needed and at the discretion of the Fire Chief.

7. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

8. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Wyoming Medical Center

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 Either party may terminate this Contract anytime by providing thirty (30) days written notice to the other party of intent to terminate said Contract.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

Either party may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation without mutual consent of the parties.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this

nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

5. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

6. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

7. INSURANCE AND INDEMNIFICATION:

7.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

7.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

7.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

7.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

7.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

7.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

8. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract.

9. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

10. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



CITY OF CASPER FIRE-EMS DEPARTMENT

Kenneth S. King
Fire Chief

Memo To: John C. Patterson, City Manager
From: Kenneth King, Fire Chief
Subject: Proposed Changes to the Casper Municipal Code Regarding Residential Fire Alarm

Recommendation:

That council, by ordinance, amend certain sections of Chapter 8.08 Private Intrusion Alarms of the Casper Municipal Code pertaining to the inclusion of the Fire Department in Chapter 8.08.

Summary:

The Fire Department, in conjunction with information from residential private alarm providers, have identified shortcomings in the existing Private Intrusion Alarm Ordinance which currently does not include the Fire Department. The Fire Department is bound to respond to private intrusion alarm when the resident elects to install smoke detection or other fire detecting devices in a private alarm system. These fire sensing devices are not covered under the current adopted fire code for inspections by the Fire Department as do commercial installations. These systems are often monitored by a third party service similar to commercial buildings and automatically require Fire Department service when an alarm is indicated. When these systems are found to be sending false alarms or are in disrepair there is no current ordinance or applicable adopted fire code that can be used for the correction of the alarm system problems or the ability of the Fire Department to request the system to be placed on a "non-response" condition until necessary repair can be made.

Respectfully Submitted,
Kenneth S. King

Fire Chief
307-235-8222

Chapter 8.08 – Private Intrusion Alarms

Sections:

- 8.80.010 – Title designated
- 8.08.020 – Purpose – Scope
- 8.08.030 – Definitions
- 8.08.040 – Registration of alarm users and list of responsible persons
- 8.08.050 - Alarm Systems – Standards
- 8.08.060 – Automobile alarms exempted
- 8.08.070 – Private alarm users
- 8.08.080 – Regulation of alarm system reporting methods
- 8.08.090 – Back-up power supply
- 8.08.100 – Alarm tests
- 8.08.110 – Prohibition against alarm systems which emit false alarms
- 8.08.120 – Limitations on audible alarm systems
- 8.08.130 – Non-response status
- 8.08.140 – Disconnection of alarm systems
- 8.08.150 – Appeal
- 8.08.160 – False alarm service charges
- 8.08.170 – Limitations on automatic dialing alarm systems

8.08.010 – Title designated.

This chapter shall be referred to as the “private intrusion and fire alarm ordinance”.

8.08.020 – Purpose - Scope.

The purpose of this chapter is to set forth regulations governing private intrusion and fire alarm systems within the city; to reduce the dangers of false alarms; to require registration of alarm systems and encourage alarm users to maintain their systems in good working order, and to use them properly; and to provide the authority to establish fees.

8.08.030 – Definitions.

For the purpose of this chapter, certain terms used in this chapter are defined as follows:

- A. “Alarm Business” means any person operating for any consideration who is engaged in the installation, maintenance, alteration or servicing of alarm systems or who responds to such alarm systems. Any individual of such business who performs installation, maintenance, alterations, or servicing of alarm

systems shall be licensed by the city as a certified alarm technician. The alarm business will hold a "technician of record" and contractors license to perform low voltage work in the State of Wyoming. If no State of Wyoming Statute requirement is in force, the Police or Fire Chief will set reasonable certification levels for alarm businesses to conduct work in the city.

- B. "Alarm System" means an assembly of equipment and devices arranged to signal the presence of any condition upon the premises within the city to which the police or fire departments normally respond. The term "alarm systems" shall include equipment which is designed to detect an emergency, or which is designed to be activated by a person to report an emergency. Alarm systems include, but are not limited to, local alarm systems, direct connection systems, central station alarm systems and automatic telephone dialing systems. Alarm systems shall not include audible alarms affixed to automobiles.
- C. "Alarm User" means any person who owns, leases, is the agent of the owner or lessee of, or otherwise is in possession or control of a premise on which an alarm system has been installed and operates.
- D. "Audible alarm system" means any alarm system which is capable of being heard in and out of doors when it is activated.
- E. "Automatic dialing system" means an alarm system which utilizes a device which automatically transmits a pre-recorded message over telephone lines to a number in the City's Public Safety Communications Center (PSCC).
- F. "Certified alarm technician" means a person holding the current and up to date designation or certification by the National Burglar and Fire Alarm Association, Inc. , equivalent national burglar or fire alarm trade organization or alarm equipment manufacturer's certification. The person shall be certified through the State of Wyoming Low Voltage Electrician program and hold a current low voltage license or apprentice card.
- G. "False alarm" means an alarm system resulting in a response by the Police or Fire Department when an emergency does not exist. An alarm shall be presumed false if the responding emergency response units do not locate any evidence of an intrusion, of the commission of an unlawful act or emergency on the premises which might have caused the alarm to sound. Alarms caused by earthquakes, hurricanes, tornadoes or other violent acts of nature, shall not be deemed false alarms. Violent act shall be determined by the on-duty Police or Fire supervisor.
- H. "Local alarm system" means an alarm system which is operated by the user who is normally responsible for its operation. The alarm signal is audible only inside the premises.
- I. "Non-response" means a status designated in accordance with the procedures of this chapter under which the Police or Fire Department will not respond to an alarm until and unless the alarm user, following the transmitting of an alarm, confirms that the alarm is not a false alarm.
- J. "Person" includes an individual, partnership, unincorporated association, or corporation or any another legal entity.
- K. "Premises" means any land or building located in the city.
- L. "PSCC" means Public Safety Communications Center for the City of Casper.

8.08.030 – Registration of alarm users and list of responsible persons.

- A. No later than January 1st, of each year, except as provided in Section 8.08.070, new alarm users shall register with the Administrative Services Department by filling out a registration form listing their home address, and business and residence telephone numbers. In addition, the alarm user shall provide the administrative services department with a list of persons responsible for the premises protected by the alarm system. This list shall contain at least three names, one of which may be that of the alarm business maintaining the alarm system. This list shall be kept current by the alarm user, and shall supply home and business telephone numbers of responsible persons. The alarm owners shall contact the Administrative Service Department with any changes to their registration.

- B. An annual fee, to be established by Resolution, will be charged to each registered alarm user. Any information contained in this form shall be confidential and shall not constitute a public record. A license will be issued each calendar year upon receipt of the fee.
- C. Upon request by the Police or Fire Department, the alarm user, or a responsible party, shall proceed to the scene of the alarm within twenty-five (25) minutes of the notification, and render any necessary service. Such service may include, but not be limited to, opening the premises so that the premises may be searched by responding emergency response units.
- D. Nothing in this section shall prohibit the Casper Police and Fire Department from taking any reasonable action necessary for investigative purposes.
- E. Every alarm business shall register by January 1st of each year with the Administrative Services Department by filling out a registration form with their business address, business telephone number, a list of all certified alarm technicians who are performing work for them, and a list of all persons training to be certified alarm technicians who are performing work for them. The city may impose appropriate user fees, reflecting any actual labor and equipment costs associated with alarm vendor equipment that might be utilized within the PSCC. Such fees will be established by City Council Resolution.
- F. Every person performing work for an alarm business shall be a certified alarm technician or be training to be a certified alarm technician. Any person in training shall have his or her work supervised, inspected and approved by a certified alarm technician working for the same alarm business. Every person training to be a certified alarm technician shall have two years to become a certified alarm technician from their date of beginning their employment.

8.08.050 – Alarm systems – Standards.

All alarm systems shall conform with the applicable provisions of the City Ordinances.

8.08.060 – Automobile alarms exempted.

The provisions of this chapter shall not apply to audible alarms affixed to automobiles.

8.08.070 – Private alarm users.

Nothing in this chapter shall prohibit any individual from owning and operating and installing any silent alarm system which operates directly to that individual. However, all sections of this chapter relating to penalties and service charges for false alarm response by the Casper Police and Fire Department shall be applicable.

8.08.080 – Regulation of alarm system reporting methods.

It is unlawful to report, or to maintain an alarm system which reports, any alarm activation in any manner not approved by the Police or Fire Chief. The Police or Fire Chief are the sole authority in approving reporting methods. Reporting methods will be under regular review and revision to work in the best interests of the City. Nothing in this section prohibits the use of a telephone to verbally convey alarm activations to the PSCC.

8.08.090 – Back - up power supply.

Any alarm system installed within the Casper City limits after the effective date of the ordinance codified in this chapter, shall be supplied with an uninterrupted back-up power supply in such a manner that the failure or

interruption of the normal electric utility service will not activate that alarm system. The back-up power supply must be capable of at least four hours of operation.

8.08.100 – Alarm tests.

An alarm user shall notify the alarm company prior to service, test, repair, maintenance, adjustment or installation of an alarm system which would normally result in a police or fire response. Any alarm activated, where such prior notice has been given, shall not constitute a false alarm.

Alarm testing must be performed by a certified alarm technician.

8.08.110 – Prohibition against alarm systems which emit false alarms.

No alarm user shall operate or maintain an alarm system which emits false alarms in violation of this chapter.

8.08.130 – Non-response status.

- A. False alarms. After the Casper Police or Fire Department has recorded more than ten (10) false alarms within a calendar year, and after the alarm user has been notified by first class mail that the false alarms have been activated, the chief of Police or Fire Department, or authorized designee, may authorize that the alarm user's site be put on non-response status. The non-response status effective date shall be fifteen (15) days from the date of mailing of the notification. From that time on, the Casper Police and Fire Department will not respond to any alarm from that user's site until such time as the Casper Police and Fire Department is satisfied that adequate measures, including an inspection certification by a certified alarm technician, shall have been taken to correct any problem causing false alarms, or until the alarm user or their representative confirms that the alarm is not a false alarm. Once the Casper Police or Fire Department has approved the measures taken to eliminate the problem causing false alarm, the Police or Fire Department shall reassume response to the alarm user's site.
- B. Collection of Fees. Any alarm user who fails to pay any and all fees as required by this chapter shall have their alarm system placed on a non-response status. The non-response status shall become effective after the City has notified the alarm user, by first class mail, that any fees required to be paid by this chapter are due under the City's general billing and collection policy. The Chief of Police or Fire Department, or authorized designee, shall be responsible for placing the user on a non-response status. The alarm system shall be reinstated to response status upon payment of the required fees.

8.08.140 – Disconnection of alarm systems.

- A. If the user of an audible alarm system has been placed on a non-response status due to excessive alarms referred to in Section 8.08.130, or causes permits or allows his or her audible alarm system to operate in violation of any provision of this chapter, and does not take adequate measures to correct the problem or violation, the Police or Fire Department Chief may order that the audible alarm be disconnected and no longer operated. The order shall be necessitated by the nuisance caused to a neighborhood by an audible alarm system. No disconnection order shall be effective until fifteen (15) days from the date of mailing a notice of disconnection to the alarm user. This order may be appealed as provided in Section 8.08.150.
- B. In an emergency situation, after reasonable means have been exhausted to contact the alarm user or the alarm business, the Police Watch Commander or Fire Battalion Chief may order the disconnection of a continuing audible alarm. This may require the contacting of an alarm business to disconnect an alarm at the alarm user's expense.

8.08.150 – Appeal.

An alarm user, whose alarm system has been placed on non-response status or is proposed to be disconnected by the Police or Fire Chief, may appeal that decision.

- A. Letter of Appeal. Such alarm user must file a letter of appeal with the Casper Police or Fire Department within fifteen (15) days of the mailing of the letter of notification. While that appeal is pending, the alarm user shall not be placed on non-response status, nor shall that user's alarm system be disconnected.
- B. Setting of the Hearing. If the alarm user files a timely letter of appeal, the Police or Fire Chief shall set a time and place for a hearing on the appeal. The date set for the hearing shall be no more than fifteen days after the receipt of the letter of appeal. Failure to file a timely letter of appeal shall be a waiver of the alarm user's right to a hearing; however, the Police or Fire Chief, at his/her discretion, may set a date for a hearing if there is cause to believe that it might encourage substantial cooperation from the alarm user.
- C. Hearing. At the time and place set for the hearing upon the appeal, the Police or Fire Chief, or a designee, shall hear evidence from the appellant and /or any other interested party, as to whether non-response status or disconnection should be imposed. The burden of proof shall be upon the appellant to show that there was no substantial evidence to support non-response status or disconnection.
- D. Decision. Within forty-eight (48) hours after the conclusion of the hearing, the Police or Fire Chief, or a designee, shall render a decision on the appeal. The decision shall be final. Notification of the decision within three (3) days of the decision. If the appeal is denied, the notification shall inform the alarm user of the exact date that non-response status or disconnection shall commence, which shall in, no event, be sooner than five (5) days after the notice of the decision has been mailed.

8.08.160- False Alarm service charges.

- A. When the Casper Police or Fire Department responds to a false alarm, the alarm user shall be assessed a false alarm service charge. The service charges and collection procedures shall be established by Resolution of the City Council.
- B. Service charges shall be due and payable after the occurrence of the false alarm, and are delinquent thirty (30) days after notification of the service charge.
- C. Debt to the City. All fees and charges levied pursuant to this chapter shall constitute a valid and subsisting debt in favor of the City, and against the alarm user for whom services were rendered. If the amount remains unpaid, a civil action may be filed with the appropriate court to the amount due together with any penalties, and related charges and fees accrued due to nonpayment and all fees, costs expenses and charges required to file and pursue such civil action, including reasonable attorney's fees.
- D. No alarm license shall be renewed to any user with an outstanding debt under this chapter.
- E. The alarm user may follow the appeal process set forth in Section 8.08.150 when disputing false alarm service charges.

8.08.170 – Limitations on automatic dialing alarm systems.

- A. After the effective date of this chapter, it is unlawful for automatic dialing systems to dial any city number to report an alarm. The alarm system is required to be connected to an approved central monitoring station for processing of alarm signals to PSCC. The central monitoring station will have a list of responsible persons for the premises with contact information supplied by the alarm user and divulge that information to PSCC when an alarm occurs.
- B. Until the effective date of this chapter, when automatic dialing will be prohibited, all such systems shall comply with the following regulations:
 1. Automatic dialing alarm system, after sending a prerecorded message to the PSCC, shall select a telephone line to one or more of the names on the list of responsible persons for the alarm user and transmit the same prerecorded message.
 2. This cycle may be repeated once, after which the dialing device shall shut off and release the telephone line it has dialed.