

EMPLOYMENT AGREEMENT

1. PARTIES. The Parties to this Employment Agreement (“Agreement”) are **WEST METRO FIRE PROTECTION DISTRICT** (“District”) and **DONALD LOMBARDI**, (“Employee”).

2. RECITALS AND PURPOSE. The purpose of this Agreement is to contract with Employee to fill the position of fire chief for the District and to set forth the terms and conditions of such employment. Accordingly, in consideration of the mutual covenants stated herein, the parties agree to the following terms and conditions:

3. TERM.

3.1 This Agreement shall be effective from the date of March 1, 2018 and shall continue until termination pursuant to the terms of this Agreement, or until December 31, 2025, whichever occurs first.

3.2 Although this Agreement is for employment for a period in excess of the current fiscal year, any financial commitment of the District contained herein is subject to annual appropriation by the District’s board of directors. The parties acknowledge that the board has no legal obligation to fund the financial obligations under this Agreement other than for the current fiscal year and that the board has not irrevocably pledged any District reserves for the payment of salary or benefits herein.

4. FIRE CHIEF. Upon execution of this Agreement by both parties, Employee shall assume all duties and responsibilities as District Fire Chief as set forth by state statute (including but not limited to Section 32-1-1002(3), C.R.S.) and as may be assigned or delegated by the District’s board of directors from time to time, either orally or in writing. A copy of the District’s job description for the position of District Fire Chief is attached hereto as **Exhibit A** and is incorporated herein by reference. Such description may be amended from time to time by the District’s board of directors upon consultation with the Employee. Employee shall devote such time and effort as may be required to effectively and diligently discharge such duties and responsibilities, and shall be subject to the general supervision and direction of the District’s board of directors. Unless excused by the president of the board of directors, Employee shall attend all special and general meetings of the District’s Board of Directors and such other meetings and events as directed by the Board.

The benefits set forth herein shall be uniquely those awarded to Employee. Except as expressly stated herein, District benefits awarded to other full time salaried or hourly personnel shall not be applicable to this Employment Agreement and these benefits shall not be applicable to other District personnel.

5. COMPENSATION. District shall pay Employee:

5.1 An annual base salary as shown on the attached **Exhibit B** which shall be initialed by the parties and incorporated herein by reference, such salary to be effective for the calendar year indicated. Such annual base salary shall remain in effect until modified by mutual agreement of the Parties, and any such modification shall be memorialized by successive exhibits, labeled as Exhibit B-1, B-2, etc., and shall be payable in monthly increments at the times and manner that the District pays its other employees. Commencing for salary year 2020 and thereafter, such annual base salary may be adjusted every other year based upon mutual agreement of the parties.

6. GOALS AND OBJECTIVES. Prior to November 30 of each year of the Term of this Agreement, the Board shall meet with Employee to establish mutually agreeable District goals and objectives and the Employee's personal goals for the ensuing fiscal year. These goals and objectives shall be reduced to writing and shall be among the criteria by which Employee is evaluated as provided herein.

7. EVALUATION. The Board shall meet at least annually with the Employee as follows:

7.1 The parties (by either the full Board or a duly authorized sub-committee) shall meet on or before November 30 during each year of the Term of this Agreement, and at such other times as the parties may agree, to informally discuss progress on the established District goals and objectives, the Employee's personal goals, and to review how the relationship between the parties is proceeding. Such meeting shall also include a discussion of the potential for the Employee to continue in the position of Fire Chief after the initial or any subsequently extended, Term of this Agreement.

7.2 The Board will annually evaluate and assess in writing the performance of the Employee pursuant to any applicable District evaluation procedures. The written evaluation shall include strengths and weaknesses, assessment of the District goals and objectives, and may include suggestions, or an action plan, addressing any major concerns as determined by the Board.

7.3 As set forth in paragraph 5.1, following the conclusion of the evaluations conducted in 2019, 2021 and 2023, the Board shall consider whether a salary adjustment will be made, and such adjustment, if any, shall be effective January 1 of the ensuing fiscal years of 2020, 2022, and 2024.

7.4 Nothing in this evaluation section shall be deemed to be a prerequisite to or condition of dismissal, termination or other personnel action except as otherwise provided herein.

8. EXEMPT POSITION. Employee hereby acknowledges that the position of Fire Chief is a salaried executive position and is therefore exempt from the provisions of state and federal regulations pertaining to overtime and minimum hourly wage. No overtime compensation or compensation for unused compensatory time (regardless if any is approved by the District's Board of Directors) or other compensation of any kind or nature shall be accrued or paid except as provided for herein.

9. FRINGE BENEFITS. In addition to the annual base salary as set forth in paragraph 5, Employee shall be granted those additional benefits as set forth herein. All benefits shall be subject to the following general terms and conditions:

9.1 General. The District shall provide Employee with the same fringe benefits as it provides to the District's assistant chiefs pursuant to the District's then current policy.

9.2 Uniform and Clothing. The District shall provide Employee with an initial annual uniform and clothing allowance of \$500.00 for appropriate uniforms/clothing.

10. REIMBURSEMENT. District shall reimburse Employee for minor expenditures incurred by Employee in furtherance of District affairs and in the performance of his duties and responsibilities in accordance with existing District policies and its budget.

11. DISTRICT VEHICLE. Employee shall be given the use of a District owned and maintained vehicle to be used solely by him in the conduct of District business and affairs. Employee may use the vehicle on a 24-hour basis due to the nature of his position which may require a response or presence at any time of any day. However, Employee shall not use the vehicle for personal matters except for incidental personal usage. The phrase "*incidental personal usage*" shall include family members riding in the vehicle accompanying the Employee on business activities, or to be dropped off at work or school functions, as well as short errands on the way to and from work. In no event shall the District vehicle be taken out of state without the express permission of the Board

12. PROFESSIONAL MEETINGS/CONTINUING EDUCATION. Employee shall have the opportunity to participate, consistent with the responsibilities and duties under this Agreement, in professional organizations and in meetings, seminars, programs, and conventions sponsored by local, regional, state or national special district or professional organizations and associations. In its encouragement of the foregoing activities, the District shall permit a reasonable amount of time for the Employee to attend such activities at District expense provided that such attendance/membership is approved in advance by the District's board of directors; and

12.1 The total amount of District expenditures for such activities and memberships (including tuition, meals, travel and lodging) shall not exceed the amount set forth in the District's annual budget as approved by the board of directors.

12.2 Such attendance/membership shall be as a representative of the District; accordingly, any official positions taken, or official statements made, shall be taken or made on behalf of the District upon consultation with the District's board of directors.

12.3 In addition the District shall pay all tuition, books, fees and pre-approved related expenses for Employee's continuing education which is work-related but which is not necessarily job required, not to exceed the sum of \$7,500.00 for each year of the Agreement provided such education does not exceed 99 hours in any calendar year, with a total cap of \$36,000.00 under this Agreement.

13. OUTSIDE EMPLOYMENT. The employee shall not be employed by any other entity or person or be self-employed during the term of this Agreement, with the following exceptions with the advanced approval of the Board, provided that such opportunities do not interfere with the Employee's ability to carry out his duties as fire chief as set forth in paragraph 5:

13.1 teach part time courses on the college level on Employee's own time;

13.2 accept honoraria for appearances at conferences and guest lecturers that are not officially as a member of the District;

13.3 consult in areas of public safety management provided that such activities do not directly affect West Metro Fire Protection District;

13.4 accept position on an outside board with sanctioned stipends.

14. DISABILITY.

14.1 In the event that any off-duty or non-duty related sickness, illness, or injury renders Employee disabled (which is defined to mean the inability to attend to and perform the duties and responsibilities of the position as solely determined by the vote of the District's Board of Directors), this Agreement shall terminate immediately upon such determination; provided,

however, the Employee shall continue to be paid for a period of 90 days or a transfer to long term disability, whichever occurs first, provided that this Agreement has not been terminated pursuant to paragraphs 3 or 15 herein. This payment shall be in addition to any disability awards or benefits pursuant to state worker's compensation statutes and regulations or retirement plans, if applicable.

14.2 In the event of an on-duty or duty-related sickness, illness, or injury which renders Employee disabled (which is defined to mean the inability to attend to and perform the duties and responsibilities of the position as solely determined by the vote of the District's Board of Directors), Employee shall be subject to the District's Rules and Regulations regarding paid injury leave.

15. TERMINATION. Notwithstanding the provision of paragraph 3, this Agreement may be terminated by:

15.1 Mutual agreement by the parties.

15.2 Disability which extends beyond the time periods set forth in paragraph 14 above.

15.3 Unilateral termination by the District upon payment to Employee of 180 days severance pay.

15.4 Unilateral termination by the Employee upon 60 days advance notice to the District.

15.5 Discharge for cause relating to the Employee's duties. The term "cause" shall include failure to comply with the terms and conditions of this Agreement, inadequate performance of duties such as malfeasance, misfeasance, or nonfeasance, and other good and just cause. In the event Employee is accused of wrongdoing, Employee may request a hearing before the District's board of directors on the issue of cause. In the event of a dismissal for cause hereunder, Employee shall not be entitled to any severance pay, salary, or benefits (except for payment for accrued but unused vacation leave) beyond the effective date of his termination of employment, and the District shall be relieved from further obligations under this Agreement.

15.6 Non-appropriation of salary or benefits if the Board has not irrevocably designated a portion of District reserves to meet the financial obligations provided for herein as required by Article X, Section 20 of the Colorado Constitution.

15.7 Death of the Employee.

16. RETURN TO RANK OF ASSISTANT CHIEF. In the event that this Agreement is terminated for any one of the events set forth and described in paragraphs 15.1, 15.3, 15.4, or 15.6 above, Employee shall have the right, but not the obligation, to return to duty in the rank of an Assistant Chief in such position as the District may assign to him.

18. DISTRICT PROPERTY. Upon the termination of the employment relationship and this Agreement, Employee shall return to the District all District records and property, including, but not limited to, laptop or other computer, telephone, pager, files, keys, documents, records, computer data and disks, and similar items which are in his possession or control. Personal use of such District property (cell phone, computer, and computer peripherals) will be allowed during the term of this Agreement.

19. ADMINISTRATIVE LEAVE. The Board may, at any time, suspend the Employee with pay and benefits for such purposes and period of time as the Board deems to be in the best interest of the District. Before any such suspension, the Employee shall be notified in writing by the Board President, or his or her designee, of the proposed reasons for the suspension, including the specific named originator of the reasons, allegations, or complaints that was the basis for the suspension, and shall be given an opportunity to meet with the Board to respond to those reasons and any evidence in support of those reasons prior to the suspension. However, the Board may in the event of exigent circumstances suspend the Employee without prior written notice, in which case the Board President, or his or her designee, will provide the written notice required hereunder and the meeting shall be held as soon as practicable after the suspension.

20. NOTICES. Any notice required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail, postage prepaid, and addressed to the other party at the last known address.

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

22. NON-WAIVER. A delay or failure by either party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

23. AMENDMENT. This Agreement may be amended only by an instrument in writing signed by the parties including all exhibits. Exhibit A may be so amended without further effect on this Agreement, all remaining unmodified provisions to remain in full force and effect. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

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DATED: February 20, 2018

WEST METRO FIRE PROTECTION DISTRICT

By: Pamela M. Geely
President

ATTEST:

Marta Alvarez
Secretary Vice President

[Signature]
Donald Lombardi
Employee

**EXHIBIT A TO EMPLOYMENT AGREEMENT BETWEEN
DON LOMBARDI
AND
WEST METRO FIRE PROTECTION DISTRICT**

Fire Chief Job Description

WEST METRO FIRE PROTECTION DISTRICT ADMINISTRATION DIVISION

FIRE CHIEF

Effective January 2018

NATURE OF WORK

This is highly responsible administrative and technical work in the direction of all personnel and activities of the Fire District. This position reports to an elected Board of Directors.

Work involves the responsibility for organizing, planning, and directing of all fire prevention, suppression, and emergency medical response activities of the District, including the development, through study and consultation with other officials, of the recommendations and plans for the protection of life and property within the community.

The Fire Chief is responsible for establishing major District policies, planning long-term programs, determining fiscal and financial objectives, and for making the difficult District technical and administrative decisions.

Major emphasis is on overall administration and accomplishment of objectives assigned to the District. Work is performed with wide latitude for independent judgment and action, and is reviewed by the Board of Directors through conferences, reports, and success of the District's programs and activities.

ESSENTIAL DUTIES

- Plans District operations with respect to fire stations, equipment, apparatus, and personnel; supervises both short-range and long-range implementation of plans; studies the general trends and implications of changes in methods of building construction, industrial and manufacturing processes, firefighting equipment and apparatus, and directs District planning to meet these trends and implications.
- Practices strategic management and is charged with the creation and updates of the Strategic Plan for the District.
- Supervises members and takes necessary actions to ensure proper personnel administration throughout the District. Directs allocation of staffing and equipment for maximum effectiveness. Provides for a comprehensive program of District training.
- Manages the District's budget. Supervises the preparation of the budget and the procurement of materials, supplies, and equipment.
- Responsible for the performance of an annual District audit and ensures that it's filed with the state of Colorado.
- Keeps informed as to personnel, property, and operations. Takes action on such information as necessary.
- Directs the preparation and ensures the communication of special orders, instructions, notices, administrative memoranda, and other forms of communication to the District; directs the preparation of District manuals for use of members; participates in the preparation of specifications for new equipment, stations, and other facilities and equipment.

WEST METRO FIRE PROTECTION DISTRICT ADMINISTRATION DIVISION

FIRE CHIEF

Effective January 2018

ESSENTIAL DUTIES Continued:

- Responds to and takes command at major fire alarms and major casualty incidents as necessary, and directs firefighting activities through the chain of command and Incident Management System. Follows the tenants of ICS/NIMS.
- Oversees direction of the comprehensive program of fire prevention including inspection of various types of structures within the community and conducts education programs.
- Oversees direction of the comprehensive program for Colorado Task Force 1 (USAR/FEMA).
- Addresses citizen groups regarding the activities of the District and to explain and promote public understanding of its work.
- Attain and maintain District accreditation through the Commission on Fire Accreditation International.
- Active involvement with metro, state, and national professional fire organizations.
- Active involvement with local and metro community through civic and business organizations.
- Attends conferences and meetings to keep abreast of the latest development in public safety and public administration.

OTHER DUTIES AND RESPONSIBILITIES

Performs related tasks as required by the Board of Directors.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of the principles of public administration with reference to personnel administration, budget preparation and administration, and overall management concepts.
- Extensive knowledge of the principles, practices, and techniques of modern fire suppression, prevention and emergency medical response, and ability to apply this knowledge to varied fire control, prevention, EMS, and administrative issues.
- Extensive knowledge of the operation, capabilities and maintenance of the various types of apparatus and equipment used in modern firefighting.
- Extensive knowledge of the rules and regulations, administrative procedures, and standard operating procedures of the District and of fire prevention laws and ordinances.
- Extensive knowledge of current literature, research, and development in the fields of public administration, firefighting, fire prevention, fire administration, EMS, and communications.
- Knowledge of federal, state, and local laws, statues, and ordinances regarding public safety, fire districts, special districts, and labor management.

**WEST METRO FIRE PROTECTION DISTRICT
ADMINISTRATION DIVISION**

FIRE CHIEF

Effective January 2018

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES Continued:

- Ability to plan, initiate, carry out and follow up on programs in fire district administration, training, fire prevention, fire suppression, and EMS and to relate the programs of the District with other municipal, county, and state programs.
- Ability to provide effective supervision and leadership and to plan, assign, and efficiently direct the work of the District.
- Ability to express oneself clearly and concisely, orally and in writing.
- Ability to establish and maintain effective working relationships with Board of Directors, civic groups, the public, the union, and all District members.

MATERIALS AND EQUIPMENT DIRECTLY USED

Operates general office equipment including telephones, calculator, computer terminal, personal computers, photocopier, printer, and fax machines.

WORKING ENVIRONMENT/PHYSICAL ACTIVITIES

Must demonstrate the ability to meet the physical demands of the job including the ability to retrieve information from various locations when needed. The sedentary office work requires ability to lift a maximum of 25 pounds, occasional lifting and carrying of objects, some walking and standing, some hand/eye coordination to operate computer keyboard, vision for reading and interpreting information, speech communication and hearing to maintain communications with District members and citizens. This is a high public contact position having frequent exposure to difficult public contacts. Operates vehicle to attend meetings in various locations and report to greater alarm fires and emergencies.

EDUCATION, EXPERIENCE AND FORMAL TRAINING

KEY:	
Required =	R
Preferred =	P
Not Applicable	N

**WEST METRO FIRE PROTECTION DISTRICT
ADMINISTRATION DIVISION**

FIRE CHIEF

Effective January 2018

Education/Training	R	P	N	COMMENTS
Master degree with major coursework in public administration, business administration, or a related field	X			
Chief Fire Officer designee from the Center of Public Safety Excellence	X			
Executive Fire Officer certification from the National Fire Academy	X			
Minimum of 12 years progressively responsible management experience as a full-time fire and EMS/ALS command officer in a similar size or greater urban/suburban setting	X			
Years of service must include a minimum of six years at the assistant chief (equivalent to a battalion chief) level or above	X			
Successful candidate must have strong strategic planning, staffing, organizational leadership, financial management, and administrative skills	X			
Must also have open, accessible, participatory management style with excellent interpersonal and communication skills	X			

OTHER NECESSARY SPECIAL REQUIREMENTS

Driving is essential to this position. Failure to maintain a valid driver's license and safe driving record is subject to Administrative Procedure #4104 - Operation and Use of District Vehicles. Background investigation, polygraph, physical examination, and a substance screening required prior to employment.

**WEST METRO FIRE PROTECTION DISTRICT
ADMINISTRATION DIVISION**

FIRE CHIEF

Effective January 2018

PHYSICAL DEMAND CHARACTERISTICS OF JOB

KEY:	
Never =	not required
Occasionally (OCC)=	1% to 32% of workday (1 min. to 2.5 hrs. of 8-hr. day)
Frequently (FREQ)=	33% to 66% of workday (2.6 to 5.25 hrs. of 8-hr. day)
Constantly (CONSTANT)=	67% to 100% of workday (5.3 to 8 hrs. out of 8-hr. day)
Essential =	E
Marginal =	M

FUNCTION	NEVER	OCC	FREQ	CONSTANT	E/M	COMMENTS
SITTING			X		E	Sits for prolonged periods of time doing office work / station meetings / training / riding on apparatus
STANDING			X		E	Often for long periods during inspections, medical and fire calls, PAT testing, training
WALKING			X		E	Often for long periods during inspections, to and from calls, training and PAT testing
PUSHING		X			E	During training functions, equipment maintenance and cleaning, and on emergency scenes
PULLING		X			E	During training functions, equipment maintenance and cleaning, and on emergency scenes
CLIMBING LADDERS		X			M	
WORKING AT HEIGHTS		X			M	While administering testing, training, on emergency scenes, inspections

**WEST METRO FIRE PROTECTION DISTRICT
ADMINISTRATION DIVISION**

FIRE CHIEF

Effective January 2018

FUNCTION	NEVER	OCC	FREQ	CONSTANT	E/M	COMMENTS
TWISTING AT NECK			X		E	While administering testing, training, on emergency scenes, inspections
TWISTING AT WAIST			X		E	While administering testing, training, on emergency scenes, inspections
BENDING AT WAIST			X		E	While administering testing, training, on emergency scenes, inspections
SQUATTING AT KNEES			X		E	While administering testing, training, on emergency scenes, inspections
CRAWLING		X			M	On Scene
CLIMBING / WALKING STAIRS		X			E	During PAT testing, emergency scenes, training, inspections
KNEELING		X			E	While administering testing, training, on emergency scenes, inspections, cleaning, maintenance
REACHING ABOVE SHOULDER HEIGHT			X		E	While administering testing, training, on emergency scenes, inspections, cleaning, maintenance
REACHING FORWARD AND AWAY FROM BODY			X		E	While administering testing, training, on emergency scenes, inspections, cleaning, maintenance
REACHING BELOW WAIST			X		E	While administering testing, training, on emergency scenes, inspections, cleaning, maintenance
DRIVING			X		E	Required

STRENGTH DEMANDS

LIFTING, CARRYING, PUSHING, PULLING	NEVER	OCC	FREQ	CONSTANT	E/M	COMMENTS
UNDER 10 LBS.				X	E	Files, fire equipment, tools, desktop supplies, cleaning supplies
10 TO 20 LBS.			X		E	File boxes, fire appliances, tools, patients, medical supplies
21 TO 50 LBS.			X		M	Fire appliances, PPV Fan, 2.5 inch hose roll, patients, boxes, supplies
51 TO 100 LBS.		X			M	During testing, emergency scenes, daily workouts, patients
OVER 100 LBS.		X			M	165 pound dummy, patients

HAND USAGE

**WEST METRO FIRE PROTECTION DISTRICT
ADMINISTRATION DIVISION**

FIRE CHIEF

Effective January 2018

FUNCTION	NEVER	OCC	FREQ	CONSTANT	E/M	COMMENTS
FINE FINGER MANIPULATION			X		E	Typing, testing, manipulate small objects and tools, leaf through paperwork, medical supplies
GRASPING			X		E	Handling of all types of office supplies, equipment, tools, appliances
KEYBOARDING			X		E	Data entry, reports, forms
WRITING		X			E	Forms, messages, checklists, notes
REPETITIVE MOTION OF MORE THAN 1X EVERY 30 SECONDS		X			E	Operating keypads, turning hydrant
REPETITIVE MOTION OF LESS THAN 1X EVERY 30 SECONDS			X		E	Filing, keypads

ENVIRONMENTAL CHARACTERISTICS

CHARACTERISTIC	YES	NO	E/M	COMMENTS
EXTREME COLD	X		E	Exposure to weather/outdoor conditions
EXTREME HEAT	X		E	Exposure to weather/outdoor conditions
EXTREME MOISTURE	X		E	Exposure to weather/outdoor conditions, construction sites, and fire appliance usage
HAZARDS	X		E	Construction sites, electrical, trip/fall, slant/slope, ice, low headroom, uneven ground, emergency scenes
EXTREME NOISE	X		E	Alarms, emergency scene machinery/equipment
VIBRATIONS	X		E	Pulsating water through hoses, vehicles
FUMES	X		E	Exhaust, products of combustion on emergency scenes, hazardous material

ANALYST COMMENTS

- Heaviest weight lifted on annual basis is 165-pound dummy. This is performed during the physical ability test. However, patients may exceed this amount on emergency scenes.
- Worker performs prolonged walking, running, standing, climbing stairs, lifting, and is in and out of vehicle/apparatus on a frequent basis.
- Opening fire hydrants requires an average of 50 pounds of force although some hydrants may require additional force to open.
- Firefighter will be exposed to extreme environmental conditions, hazardous materials, noise, and fumes.

EXHIBIT B TO EMPLOYMENT AGREEMENT BETWEEN
DON LOMBARDI
AND
WEST METRO FIRE PROTECTION DISTRICT

Annual base salary for calendar years 2018 and 2019 shall be \$191,000 effective January 1, 2018.

Employee's initials:



District's Pres/Chair's initials:

