

ORDINANCE NO. 18 - 2022

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ALAMOSA FIRE DEPARTMENT AND THE COLORADO
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND
CONTROL FOR THE PROVISION OF MUTUAL AID**

WHEREAS, the Alamosa Fire Department is responsible for the management of wildland fires that occur within city boundaries and that are within the capability of the Fire Department to control or extinguish, and

WHEREAS, when wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff, and

WHEREAS, when wildland fires exceed the capability of the county sheriff to control or extinguish, the Colorado Department of Public Safety, Division of Fire Prevention and Control (DFPC) may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff, and

WHEREAS, it is to the City's and DFPC's mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness, and

WHEREAS, Council has determined it is in the best interests of the City to enter into this Agreement to allow the DFPC to provide automatic aid in the form of one state-staffed, a state-owned fire engine, as needed, for use on local incidents, and

WHEREAS: Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as mutual aid amongst fire departments;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement between the City of Alamosa Fire Department and the Colorado Department of Public Safety, Division of Fire Prevention and Control attached to this Ordinance is hereby adopted and approved, and the Fire Chief is directed to execute Agreement on behalf of the City of Alamosa;

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

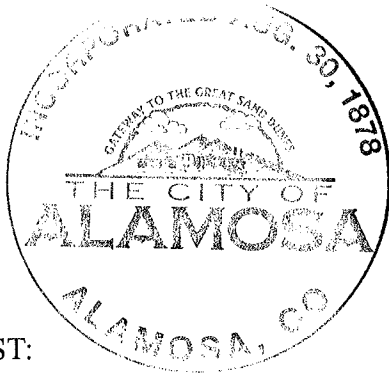
Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purpose, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 5th day of October, 2022, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 19th day of October, 2022, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

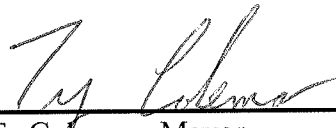
APPROVED, AND ADOPTED after public hearing the 19th day of October, 2022.



ATTEST:


Holly C. Martinez, City Clerk

CITY OF ALAMOSA

By 
Ty Coleman, Mayor

INTERGOVERNMENTAL AGREEMENT
By and Between
COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL
And
Alamosa City Fire Dept.
Regarding
AUTOMATIC RESPONSE AND ASSISTANCE OF
A STATE FIRE ENGINE

This Intergovernmental Agreement (AGREEMENT) is entered into between the Colorado Department of Public Safety, Division of Fire Prevention and Control ("DFPC") and Alamosa City Fire Dept. (COOPERATOR), which are referred to collectively as the "Parties" and individually as a "Party".

PARTIES AND STATUTORY AUTHORITIES

The City of Alamosa which operates the Alamosa Fire Department is a political subdivision of the State of Colorado powers of a public or quasi-municipal corporation which are specifically authorized by, and in compliance with Colorado Revised Statutes, Titles 29, 30, 31, and 32, as applicable.

DFPC is a division of the Department of Public Safety, a principal department of the executive department of state government created pursuant to C.R.S. § 24-1-110 (1) (u) and § 24-33.5-103.

Statutory Authorities

C.R.S. § 13-21-113.7	Firefighter and Incident Management Team Immunity
C.R.S. Title 24, Article 10	Governmental Immunity
C.R.S. § 24-33.5-1201 (4)	Transfer of State Forest Service Authority to DFPC
C.R.S. § 24-33.5-1203	Duties of DFPC
C.R.S. § 24-33.5-1218	DFPC Cooperation with Governmental Units
C.R.S. § 24-33.5-1219	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1224	Limitations of State Responsibility
C.R.S. § 24-33.5-1227 (3)	Authority to Enter Into Agreements for Firefighting Services
C.R.S. Title 29, Article 22.5	Wildland Fire Planning
C.R.S. § 29-1-201 thru 203	Authority to Enter Into Intergovernmental Agreements
C.R.S. § 30-10-513 and 513.5	Duties of Sheriff Relating to Fires
C.R.S. § 30-11-124	Fire Planning Authority
C.R.S. Title 32, Article 1	Special District Provisions

RECITALS

WHEREAS, wildland fire protection responsibilities on non-federal lands in Colorado follow a hierarchy of local jurisdiction (fire protection districts) to the county sheriff to the State of Colorado with the DFPC being the lead state agency for wildland fire management, and

WHEREAS, it is the duty of the Sheriffs of the various counties of the State of Colorado to report as soon as practicable the occurrence of any fire in any forest in the state, either on private or public lands, to DFPC "or its authorized agent," and

WHEREAS, the chief of the fire department in each Colorado fire protection district is responsible for the management of wildland fires that occur within the district boundaries and that are within the capability of the fire protection district to control or extinguish, and

WHEREAS, when wildland fires exceed the capability of the fire department to control or extinguish, the fire chief may transfer responsibility for the fire to the county sheriff with the concurrence of the sheriff, and

WHEREAS, when wildland fires exceed the capability of the county sheriff to control or extinguish, DFPC may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff, and

WHEREAS, the Director of DFPC shall determine, in consultation with local authorities and with the approval of the Governor, geographic areas of the state, including Wildland-Urban Interface areas, in which the state has a financial responsibility for managing forest and wildland fires, and

WHEREAS, The Director of DFPC may enter into agreements to provide firefighting services, including personnel or firefighting aircraft, engines, or other vehicles to federal, state, or local agencies.

WHEREAS, DFPC is committed to cost-effective and innovative service delivery partnerships for wildland fire suppression within Colorado, and

WHEREAS, it is the intent of the Parties that DFPC resources, including engines and firefighters, be available to assist in fire management activities on lands throughout Colorado and as needed as part of a resource mobilization for fires in other states, and

WHEREAS, Alamosa City Fire Dept. is committed to provide cost-effective service to its citizens, is situated to provide mutual aid response, and currently has a wildland fire suppression program in place, and

WHEREAS, it is to the Parties' mutual advantage to coordinate efforts for the prevention, detection, and suppression of wildland fires, fuels management, prescribed fire, non-wildland fire emergencies (as authorized), and cooperative projects for resource protection in their areas of responsibility, and to limit duplication and improve efficiency and effectiveness, and

WHEREAS, the Parties wish to enter into this Agreement to allow the DFPC to provide automatic aid in the form of one state-staffed, a state-owned fire engine, as needed, for use on local incidents, and

IN CONSIDERATION OF mutual and unilateral covenants, obligations, promises and warranties, the Parties agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement shall commence upon execution by both Parties and shall terminate on December 31 in the fifth year after it is executed. Either party may terminate this agreement by notifying the other party, in writing, of its intent to terminate the agreement thirty days prior to termination.
2. Automatic Aid from the DFPC. All calls for fire services within the defined automatic aid area shall result in an automatic response from the DFPC when available, as determined by the DFPC in its sole discretion. To accomplish this, the Colorado State Patrol (Alamosa) shall dispatch DFPC resources. See EXHIBIT A.
3. Duration of Automatic Aid. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week until the Agreement is terminated. However, the DFPC shall only render aid when the DFPC resources are available, as determined by the DFPC in its sole discretion.
4. Automatic Aid Area. This Agreement applies to all fire incidents received by the Colorado State Patrol (Alamosa) for all addresses or occupancies within Alamosa City Fire Dept's jurisdiction.
5. Types of Incidents. This Agreement shall apply to all incidents requiring the need of a fire department, including structure fires in residential, commercial, recreational and rural properties, smoke or odor investigations, motor vehicle crashes (with or without injuries), and any other incident where the first response is provided by a local fire department. DFPC employees will only assist at the level to which they are trained and qualified.
6. Communication. DFPC resources will be dispatched through Colorado State Patrol (Alamosa). Upon request of AFD overhead through CSP dispatch (Alamosa) or through direct Communication, DFPC resources will respond to the incident. DFPC resources will advise CSP dispatch when en-route via 800mhz on ACFE. DFPC resources will also make contact with the AFD officer/IC on ACFE to receive scene information and assignment. Additionally, DFPC resources will share information with Pueblo Interagency Dispatch Center (PIDC), so that PIDC is aware of all DFPC resources location.
7. Financial.
 - 7.1 The DFPC shall be responsible for the cost of its employees, vehicles, facilities, and equipment, including damage or loss.
 - 7.2 The DFPC shall not seek reimbursement for the costs of providing the services set forth in this Agreement during the mutual aid period.
 - 7.3 For reimbursable incidents, the DFPC has the right to seek reimbursement for the utilization of its personnel, vehicle, equipment, and facility as provided for by applicable incident-specific cost share agreements.
 - 7.4 Neither Party shall encumber the funds of the other Party for any purpose at any time without separate written authorization and legal authority.
5. Insurance and Liability

5.1 Each Party shall be responsible for the acts or omissions of its own employees, subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. ("CGIA") and C.R.S. § 13-21-113.7, as applicable.

5.2 Each Party shall be responsible at all times for workers compensation insurance coverage of its employees acting within the provisions of this Agreement, including accidents, injuries and diseases which occur while acting under the direction or at the request of the other Party. Each Party shall maintain liability insurance coverage for its real and personal property, as required by law. Neither Party shall be responsible for the other Party's liabilities, fiduciary responsibilities, or workers compensation, unless expressly authorized by a separate written Agreement executed by the Parties.

9. Amendments. This Agreement may not be amended except in a writing setting forth such amendment and executed by the Parties.

10. Severability. If any provision of this Agreement should be declared unenforceable, then the remainder of this Agreement shall continue to be binding upon the parties.

11. Relationship of Parties. The Parties enter into this Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this Agreement. Nothing contained in this Agreement and no performance under this Agreement shall alter or modify the status of a Party's directors, officers, volunteers, agents, or employees for any purpose, including but not limited to workers compensation, employee benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank procedures, methods, or categories, or for any other conditions or requirements of employment.

12. Governing Law. This agreement is entered into in Colorado and shall be governed by the laws of the State of Colorado.

13. Headings. The headings used in this Agreement are for the convenience of the Parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Agreement.

14. Authority. By signing this Agreement, representatives of the Parties acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Party.

15. Execution in Counterparts or by Facsimile or Electronic Means. This Agreement may be executed in counterparts or with signatures obtained via facsimile transmission or electronic PDF, each of which shall have full force and effect upon execution by all Parties to this Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL

By: Mike Morgan, Director
Division of Fire Prevention and Control

Date: _____

ALAMOSA CITY FIRE DEPT.

By: _____

Position/Title: _____

Date: _____

CONTACT INFORMATION
Alamosa City Fire Dept.

Name:
Address:
City, State, Zip:
Phone:
Email:

EXHIBIT A

DFPC response may entail:

Wildland Fire Response Actions for DFPC Personnel & Apparatus

- Provide a NWCG qualified Incident Commander commensurate with qualifications (Minimum of ICT5).
- Provide fireline leadership commensurate with qualifications (Minimum of ENGB and FFT2).
- Work as a firefighter (engine, squad, hand crew or helicopter) in wildfire suppression.
- Construct fireline utilizing hand tools.
- Construct saw line utilizing power saws.
- Perform felling operation commensurate with qualifications (Minimum of FAL3).
- Perform structure protection.
- Conduct mop-up and patrol operations.
- Assist with burn out and backfire operations.
- Operate pumps, construct hose lays, and deliver water.
- Operating 4 wheel drive vehicles and sport utility vehicles.
- Haul and pack fire related equipment and supplies.

All Risk Response Actions for DFPC Personnel & Apparatus

This list does not represent all possible response actions that may be taken on all risk incidents. It does, however give a good representation of how DFPC Personnel can integrate into the incident command system for all hazard response within the scope of standard training and PPE.

- Provide assistance commensurate to qualifications.
- Search and Rescue- Capable of arduous hikes in adverse conditions, able to be self-sufficient if needed, accustomed to carrying heavy loads (like litters and skeds).
- 4X4 and ATV/UTV operator assistance- Operating 4 wheel drive vehicles and sport utility vehicles in rugged terrain.
- Aviation Support- The ability to effectively communicate with aircraft and adjoining resources, familiar with helicopter typing and may be used to marshal a helicopter.
- Traffic Control- May assist with traffic control when necessary.
- Staging- May assist as needed in establishing and organizing a staging area.
- Field Observations- May gather waypoints, record a track, perform an area calculation, or log a parameter during natural disasters or other all hazard incidents. Also may be used to gather size up information where appropriate.
- Weather Observations- Can gather fire weather information for various incidents.
- Chainsaw Operations- May perform chainsaw operations on all risk incidents such as clearing a road or felling hazard trees commensurate with qualifications.
- Medical Care – All personnel are minimally certified as an Emergency Medical Responder. Engine personnel may perform these duties when necessary and within the scope of their employment.
- Structure Protection – Protect the wildland interface during a structure fire when safe to do so.
- Structure fires in residential, commercial, recreational and rural properties, smoke or odor investigations, motor vehicle crashes (with or without injuries) and any other incident where the first response is provided by a local fire department.
- At no time should a DFPC employee be expected to perform a function which places them in to an Immediately Dangerous to Life and Health (IDLH) environment.
- Assistance will only be provided to the degree DFPC personnel are qualified to assist.

Colorado Division of Fire Prevention & Control
San Luis Valley Region 32
General Engine Inventory: 3321 & 4321

The following is not a comprehensive list, but rather a general list to provide situational awareness of each engine's abilities.

E-3321

Pump: 500 GPM 2 stage Darley
Auxiliary Pump: 225 GPM Darley
Tank Capacity: 600 Gallons
Foam Capacity: 20 Gallons

600' 3" Supply Line	200' 2 1/2" Attack Line
2 – 150' Cross Lay min 150gpm nozzle	100' Front Bumper Line
150' Booster Line for mobile attack	2000' extra hose in various sizes 1.5", 1" 3/4"
Mini Mark stand-alone pump kit	Stihl MS461 Chainsaw 28" Bar
Spare Fuel - 2.5 gal Diesel, 2.5 gal Unleaded	Stihl Pole saw 11.5' reach
Spare Fuel – 5 gal Saw mix, 5 gal drip mix	Forcible Entry Tools
SCBA – 4 air-packs with spare bottles	Combustible Gas Detector / 4 Gas detector
Thermal Imaging Camera	BLS Kit, with o2 and AED
Sked, Ked and C-spine stabilization	Rope Throw Bags
Traffic Control devices	Absorbent

Engine 4321

Pump: 300 GPM
Tank Capacity 900
Foam Capacity: 5 Gallons with 10 Gallons spare

150' Attack Line 1 3/4"	150' Booster Line mobile Attack
2000' extra hose in various sizes 1.5" 1" 3/4"	Assorted hand tools
Traffic Control devices	Absorbent
Mini Mark stand-alone pump kit	SCBA – 2 Air packs 2 Spare Bottles
Stihl MS 441 Chainsaw	BLS kit, with o2 and AED
Spare Fuel: 5 gal diesel, 5 gal drip mix	Spare Fuel: 5 gal saw mix
2 – Drip Torches	