



**FORMAL AGENDA ITEM**

**COUNCIL MEETING DATE:** October 27, 2009

**TO:** Honorable Mayor and Members of City Council

**VIA:** Penelope Culbreth-Graft, DPA - City Manager

**FROM:** Steven W. Cox, Fire Chief

**Subject Title:** A resolution approving an Intergovernmental Agreement for Fire Mutual Aid between the City of Colorado Springs and the Secretary of the Air Force for the benefit of Cheyenne Mountain Air Station

**Strategic Goal(s):**



**SUMMARY:** The Colorado Springs Fire Department is seeking approval of an Intergovernmental Agreement for Fire Mutual Aid between the City of Colorado Springs and the Secretary of the Air Force for the benefit of Cheyenne Mountain Air Station.

**PREVIOUS COUNCIL ACTION:** In 1993, City Council approved Resolution No. 78-93 authorizing the Colorado Springs Fire Department to enter into intergovernmental agreements to provide services outside of the corporate limits of the City.

**BACKGROUND:** The Colorado Springs Fire Department previously signed a county-wide agreement, dated January 15, 2000, that included twenty-five local fire agencies. Because that agreement was initiated by a county agency, it did not go through the process of gaining approval through City Council. The Colorado Springs Fire Department decided it would be beneficial to enter into individual agreements with its neighboring fire agencies, with each being reviewed and approved by City Council. These agreements were written and approved by the City Attorney's office.

These agreements are strictly for the parties to request services for mutual convenience, and they do not create a duty as a matter of law or contract for the provision of fire, rescue, EMS, or any other services.

**FINANCIAL IMPLICATIONS:** The cost to the Colorado Springs Fire Department to provide service is minimal, since resources that have fixed costs and additional capacity would provide the service. The costs incurred would be primarily for fuel and disposable supplies. These agreements enable governmental entities and fire protection districts to exchange resources in lieu of payment. At the point of an overwhelmingly significant or escalating incident, cost recovery would then be considered.

**BOARD/COMMISSION RECOMMENDATION:** N/A

**STAKEHOLDER PROCESS:** This Intergovernmental Agreement for Fire Mutual Aid has been approved and signed by the corresponding fire agency.

**ALTERNATIVES:** The alternatives are 1) approve the resolution to enter into the Intergovernmental Agreement for Fire Mutual Aid; or 2) not approve the resolution to enter into the Intergovernmental Agreement for Fire Mutual Aid.

**RECOMMENDATION:** The Colorado Springs Fire Department recommends approval of the intergovernmental agreement and resolution.

**PROPOSED MOTION:** Approval of the intergovernmental agreement and resolution by City Council.

c: Sue Skiffington Blumberg, Public Communications Manager

**List of attachments for this item:**

1. A resolution approving an Intergovernmental Agreement for Fire Mutual Aid between the City of Colorado Springs and the Secretary of the Air Force for the benefit of Cheyenne Mountain Air Station, Colorado.
2. An intergovernmental agreement for mutual aid in fire protection and hazardous materials incident response between the City of Colorado Springs, Colorado and the Secretary of the Air Force for the benefit of Cheyenne Mountain Air Station, Colorado.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COLORADO  
SPRINGS FIRE DEPARTMENT TO PROVIDE FIRE  
DEPARTMENT SERVICES TO THE CHEYENNE  
MOUNTAIN AIR STATION**

WHEREAS, the City Council finds that intergovernmental agreements between the City and local military installations within and without the jurisdictional City limits for mutual aid in emergency medical services, fire suppression services, hazardous materials mitigation services, rescue services, fire prevention services, and other Colorado Springs Fire Department emergency services are in the best interests for the health, safety, and welfare of the residents of the City; and

WHEREAS, C.R.S. § 29-1-203 and 42 U.S.C. 1856(a) authorizes the City of Colorado Springs and the Secretary of the United States Air Force to cooperate or contract with each other for the purpose of securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, and the protection of life and property from fire, hazardous materials incidents, and fire fighting; and

WHEREAS, the City wishes to provide and receive mutual support from Cheyenne Mountain Air Station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The Colorado Springs Fire Department is authorized to provide services to the Cheyenne Mountain Air Station pursuant to the intergovernmental agreements attached and made a part of this resolution, between the City of Colorado Springs and the Secretary of the Air Force for the Benefit of Cheyenne Mountain Air Station, Colorado.

Section 2. The Colorado Springs Fire Chief is authorized to amend the attached intergovernmental agreements as may be necessary to fulfill City Council's intent in cooperating with the other governmental agencies and fire protection districts outside the City limits to provide Fire Department services.

Dated at Colorado Springs this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS MATERIALS  
INCIDENT RESPONSE BETWEEN THE CITY OF COLORADO SPRINGS, COLORADO AND  
THE SECRETARY OF THE AIR FORCE FOR THE BENEFIT OF  
CHEYENNE MOUNTAIN AIR STATION, COLORADO

This Agreement, dated for reference this 1st day of April, 2009, is made by and between the Secretary of the Air Force acting pursuant to the authority of 42 U.S.C 1856(a) and the City of Colorado Springs, a Colorado municipal corporation and home rule city, for the purpose of securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, and the protection of life and property from fire, hazardous materials incident and fire fighting.

It is agreed that:

- a. The term "Air Force Base", as used herein, shall mean and refer to Cheyenne Mountain Air Station.
- b. **Effective Date.** This Agreement is for a five year term. This Agreement is deemed to be effective as of the 1st day of April, 2009, and shall continue in effect through the 1st day of April, 2014, unless extended or sooner terminated in accord with the terms of this Agreement.
- c. On request to a representative of the Air Force Base Fire Department by a representative of the Colorado Springs Fire Department, firefighting equipment and personnel of the Air Force Base Fire Department may be dispatched to any point within the area for which the Colorado Springs Fire Department normally provides fire protection or hazardous materials incidents response as designated by the representative of the Colorado Springs Fire Department.
- d. On request to a representative of Colorado Springs Fire Department by a representative of Air Force Base Fire Department, firefighting equipment or hazardous materials incident response and personnel of the Colorado Springs Fire Department may be dispatched to any point within the firefighting or hazardous material incident response jurisdiction of the Air Force Base Fire Department as designated by the representative of the Air Force Base Fire Department.
- e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - (1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.
  - (2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.

(3) The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization's equipment or personnel are needed within the area for which it normally provides fire protection.

(4) In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Colorado Springs Fire Department normally provides fire protection, the Chief of the Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

f. The Colorado Springs Fire Department may claim reimbursement for the direct expenses and losses that are additional fire fighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under the Agreement as provided in 44 C.F.R. Part 151.

g. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to the paragraph above.

h. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

i. Appropriation of funds: In accord with the Colorado Constitution and the Colorado Springs City Charter, performance of the City's obligations under this Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the United States Government. The Obligations of the Air Force Base under this Agreement are expressly subject to the appropriation, allocation, and availability of federal funds.

j. All equipment used by the Colorado Springs Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Colorado Springs Fire Department under this Agreement will, at the time of action, be an employee or volunteer member of the Colorado Springs Fire Department.

k. All equipment used by the Air Force Base Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Air Force Base Fire Department under this Agreement will, at the time of action, be an employee or volunteer member of the Air Force Base Fire Department, or an authorized member of the armed forces of the United States.

l. Governing Law: This Agreement is subject to and shall be interpreted under Federal Law and the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction and Venue shall exclusively be in the District Court for El Paso County, Colorado, and the United States District Court, District of Colorado.

m. Termination: Either party may terminate this Agreement for convenience upon one hundred eighty (180) days prior written notice to the other party, which notice shall state the actual termination date, without compensation to the other party.

n. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

o. Prior Agreements: This Agreement supersedes any prior fire mutual aid agreements between the City and the Air Force Base except for agreements which may pertain to Peterson Field/Colorado Springs Municipal Airport or authority over aircraft crash sites.

FOR THE SECRETARY OF THE AIR FORCE

By: \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2009  
Bradford D. Gentry  
Colonel, USAF  
Commander, 721 Mission Support Group

FOR THE CITY OF COLORADO SPRINGS

By: \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2009  
Lionel Rivera  
Mayor

Approved as to Form

\_\_\_\_\_  
Senior Attorney  
City of Colorado Springs