

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Council Chambers & Zoom Video Webinar
300 Hunt Avenue, Alamosa, CO
October 5, 2022

Mission Statement: We are committed to providing balanced, effective and efficient public services for our residents, visitors and businesses by cultivating a vibrant, resilient and livable city.

Any person needing reasonable accommodation to attend or participate in a public meeting, please contact the Alamosa City Clerk's office by telephone (719) 589-2593, by email cityclerk@ci.alamosa.co.us, in person at 300 Hunt Avenue, or by mail at POB 419, Alamosa, CO 81101.

Zoom Webinar link: <https://us02web.zoom.us/j/82493151121>

Dial-In Number: US: +1 719 359 4580 | Webinar ID: 824 9315 1121

6:30 PM - Work Session: Review last minute budget items

7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

- A. Audience Comments
- B. Follow-Up

V. CEREMONIAL ITEMS

- A. Domestic Violence Awareness Month Proclamation

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

C.5.a. First Reading, 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

C.5.b. First Reading, Ordinance No. 19-2022, an ordinance approving an intergovernmental agreement amongst the municipal fire departments and fire protection districts in the San

Luis Valley for the provision of mutual aid

C.7.a. Approve Minutes of Agenda September 21, 2022

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Alamosa School District 4-day Week Input

B. Board/Commission Business

1. Update from Historical Preservation Advisory Committee

C. Business Brought Forward by City Staff

1. Development Services

- a. Quarterly Update on Housing and Downtown Plans

2. Finance

- a. First Reading, Ordinance No. 16-2022, an Ordinance making the annual appropriations for fiscal year 2023.
- b. Motion to accept award of federal Office of Justice Programs Law Enforcement Behavioral Health Response Program grant in the amount of \$530,000 over three years.

3. City Manager/Legal

- a. Update on discussions related to the relocation of La Puente's Soup Kitchen and construction of affordable housing

4. Human Resources/Risk Management

- a. First Reading, Ordinance No. 17-2022, an ordinance amending the established pay plan for City officers and employees.

D. Committee Reports

E. Staff Announcements

COUNCIL COMMENT

ADJOURNMENT

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:

Domestic Violence Awareness Month Proclamation

ATTACHMENTS:

Description	Type
▢ DVAM Proclamation	Proclamations



Proclamation

Domestic Violence Awareness Month

WHEREAS, more than 20,000 calls are placed to domestic violence hotlines nationwide every day;
and

WHEREAS, the impact of domestic violence is felt not only by individuals and families, but
communities and a nation as a whole, and

WHEREAS, Alamosa joins with others across the state of Colorado and nationwide in supporting
domestic violence victims and survivors, the advocates and organizations who serve them, and holding
offenders accountable in Alamosa.

NOW, THEREFORE, I, Ty Coleman, Mayor of the City of Alamosa and on behalf of City Council,
do hereby proclaim October 2022 as:

Domestic Violence Awareness Month

Further, in recognition of the critical work being done by domestic violence advocates and allies in
service of the survivors and victims they serve, I encourage all citizens to actively engage in the
scheduled activities and events sponsored by Tu Casa, Inc. and other organizations working toward an
eradication of domestic violence.

Given under my hand and the seal of the City of Alamosa this 5th day of October, 2022

Ty Coleman, Mayor

Attest:

Holly C. Martinez, City Clerk

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, 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

Recommended Action:

Approve the ordinance on first reading, and set for second reading and public hearing on October 19, 2022, at 7:00 p.m., or as soon thereafter as the matter may be heard.

Background:

The City of Alamosa Fire Department and the Colorado Division of Fire Prevention and Control have had an Auto-Aid agreement in place since 2015 for responding to calls the Alamosa Fire Department responds to. The agreement allows for the DFPC Alamosa crew stationed in Alamosa to respond to calls, when they are available, automatically when the Fire Department is paged out.

Having the DFPC crews respond helps with the manpower needed at calls without any expense to the City. The previous agreement has expired and this is formally renewing the agreement.

Issue Before the Council:

Does Council want to approve the MOU between the City of Alamosa Fire Department and The Colorado Division of Fire Prevention and Control?

Alternatives:

- 1) **Recommended alternative.** Approve the ordinance on first reading, and set for public hearing on October 19, 2022, at 7:00 p.m. or as soon thereafter as the matter may be heard.
- 2) Reject the MOU as written and provide Staff with further direction.

Fiscal Impact:

None. DFPC does not charge for response.

Legal Opinion:

The City Attorney will be available for comment at the meeting.

Conclusion:

This is a beneficial agreement to allow DFPC personnel to respond to calls that occur within the City.

ATTACHMENTS:

Description

Type

- | | | |
|---|--|-----------|
| ▢ | Ordinance 18-2022 approving IGA with DFPC for wildland fires | Ordinance |
| ▢ | 2022 IGA with DFPC | Exhibit |

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.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

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	

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 19-2022, an ordinance approving an intergovernmental agreement amongst the municipal fire departments and fire protection districts in the San Luis Valley for the provision of mutual aid

Recommended Action:

Approve the ordinance on first reading, and set for second reading and public hearing on October 19, 2022, at 7:00 p.m. or as soon thereafter as the matter may be heard.

Background:

The Alamosa Fire Department along with all of the Fire Districts in the San Luis Valley have had a mutual aid agreement in place since the early 70's which allows fire departments in the Valley to request assistance at any time from neighboring agencies when needed. The agreement was last updated in 2016.

This update of the agreement is simply updating a few of the entities' legal names. No other changes have been made.

Issue Before the Council:

Does Council want to approve the MOU between the City of Alamosa Fire Department and all of the Fire Districts in the San Luis Valley?

Alternatives:

- 1) **Recommended Alternative.** Approve the ordinance on first reading, and set for public hearing on October 19, 2022, at 7:00 p.m. or as soon thereafter as the matter may be heard.
- 2) Reject the MOU as written and provide Staff with further direction.

Fiscal Impact:

Costs of responding to requests for aid vary widely from year to year, but are estimated at an average of \$2500 per year.

Legal Opinion:

The City Attorney will be available for comment at the meeting.

Conclusion:

This agreement for mutual aid provides essential framework for both giving and receiving assistance for major fire incidents throughout the Valley.

ATTACHMENTS:

Description	Type
▣ Ordinance 19-2022 SLV fire mutual aid IGA	Ordinance
▣ 2022 SLV fire mutual aid IGA	Exhibit

ORDINANCE NO. 19 - 2022

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONGST THE MUNICIPAL FIRE DEPARTMENTS AND FIRE PROTECTION DISTRICTS IN THE SAN LUIS VALLEY FOR THE PROVISION OF MUTUAL AID

WHEREAS, the City of Alamosa Fire Department and other municipalities and fire protection districts within the San Luis Valley currently cooperate through an intergovernmental agreement to provide assistance to one another when requested by another agency within the Valley; and

WHEREAS, it has become necessary to update that agreement, last updated in 2016, in order to properly reflect current participants; and

WHEREAS: public safety is enhanced by the ability of fire departments within the San Luis Valley to be able to respond in a predictable manner when calls for assistance from other fire departments are placed; 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 other municipal and fire district fire departments in the San Luis Valley 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.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

San Luis Valley, Colorado
Intergovernmental Agreement

**FOR MUTUAL AID BETWEEN FIRE PROTECTION DISTRICTS AND
MUNICIPALITIES**

THIS AGREEMENT, effective
October 1, 2022

Is made between the following Fire Protection Districts and Municipalities (individually an “Agency,” collectively the “Agencies”):

Alamosa County Fire Protection District,

City of Alamosa Fire Department,

Center Fire Protection District,

Costilla County Fire Protection District,

Central Conejos Fire Protection District

Del Norte Fire Protection District,

Mineral County Fire Protection District

Monte Vista Fire Protection District,

Northern Saguache County Fire Protection District; (Villa Grove/ Bonanza Fire Department, Crestone Fire Department, Moffat Fire Department, Saguache Fire Department),

Northwest Conejos Fire Protection District (Carmel, Capulin, La Jara, Romeo Fire Department),

Northeast Conejos Protection District,

South Conejos Fire Protection District (Antonito Fire Department, (Fox Creek),

South Fork Fire Protection District

WITNESSETH:

WHEREAS, This Intergovernmental Agreement is authorized by Part II Title 29 of Article 1, Colorado Revised Statute; and,

WHEREAS, It is in the best interest of the inhabitants of the Agencies' jurisdictions that an intergovernmental agreement provide for assistance to Agencies during emergencies;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between each of the Agencies as follows:

A. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

Incident Commander: "Incident Commander" means the person designated by a Requesting Agency to be in charge of operations at a particular incident.

Requesting Agency: "Requesting Agency" means a Party to this Agreement that requests assistance from any other Party to this Agreement;

Responding Agency: "Responding Agency" means any Party to this Agreement that responds to a request for assistance from a Requesting Agency.

B. ASSISTANCE.

1. In the event that a fire, or other emergency that requires the use of firefighting personnel or equipment, occurs within the jurisdiction served by an Agency, such Agency may request assistance from any Party to this Agreement for firefighting personnel and/or equipment.

2. Upon request for assistance in accordance with section B.1. hereof, a Responding Agency may, at the direction of the Responding Agency's Fire Chief or authorized representative, render such assistance as such Responding Agency may deem available for such request.

3. Any dispatch of equipment and/or personnel pursuant to this Agreement is subject to the following conditions.

a. Any request for aid hereunder shall include a statement of the amount and type of equipment and/or personnel requested and shall specify the location to which the equipment and/or personnel are to be dispatched, but the amount and type of equipment and/or the number of personnel to be furnished shall be determined by a representative of the Responding Agency. The request shall also identify the Incident Commander in charge of deployment of such equipment and/or personnel.

b. The Responding Agency shall report to the Incident Commander of the Requesting Agency at the location to which the equipment and/or personnel is dispatched and shall be subject to the orders of such Incident Commander.

c. A Responding Agency shall be released by the Requesting Agency

(1) When the services of the Responding Agency are no longer required as determined by the Incident Commander, or

(2) When the Responding Agency is needed within the area for which it normally provides emergency services as determined by the Responding Agency.

d. Each Agency hereby authorizes the other Agency to transmit on its radio frequency for the purpose of efficiency in executing the mutual aid as determined by the Incident Commander.

4. If the Fire Chief or authorized representative of the Responding Agency determines that no assistance shall be rendered, then the Fire Chief or authorized representative shall immediately notify the Fire Chief or authorized representative of the Requesting Agency of such decision.

5. Each Agency shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from any other Agency .

C. LIABILITY CONSISTENT WITH C.R.S. §§ 29-5-105, -108, and -109

1. All firefighters of a Responding Agency shall have the same power as regular firefighters of the Requesting Agency while assigned and performing duties subject to the direction and control of the Requesting Agency. During the time that a firefighter or equipment of a Responding Agency is assigned to a Requesting Agency, any liability that accrues under the provisions of article 10 of title 24, Colorado Revised Statutes on account of the negligent or otherwise tortious act of the firefighter or malfunction of the equipment shall be imposed upon the Requesting Agency and not upon the Responding Agency.

2. The coverage of any firefighter of a Responding Agency under the “Workers’ Compensation Act of Colorado”, articles 40 to 47 of title 8, Colorado Revised Statutes, shall not be affected by reason of the performance of temporary duties for a Requesting Agency pursuant to this Agreement, and the firefighter shall remain covered by workers compensation insurance while performing temporary duties as fully as if he or she were performing those duties for his or her own Agency.

3. If any firefighter of a Responding Agency should become disabled or be killed by reason of the performance of temporary duty for a Requesting Agency pursuant to this Agreement, and the disability or death would entitle the firefighter or his or her survivor to payment from any pension fund of the Responding Agency had the injury occurred during the performance of his or

her duties within the Responding Agency, the firefighter shall be entitled to the same payment from the pension fund of the Responding Agency as he or she would have been entitled to receive if the injury or death had occurred within the Responding Agency, and he or she shall not be entitled to receive a payment from any pension fund of the Requesting Agency in which the temporary duties were performed.

D. GENERIC TERMS

1. Each Agency waives all claims against each and every other Agency for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

2. The governing bodies of each of the Agencies do, by entering into this Agreement, give to their respective Fire Chiefs the authority to meet from time to time to implement this Agreement and to administer this Agreement. This Agreement may only be amended in writing, by a written agreement signed by all of the Parties to this Agreement whose participation in the Agreement has not terminated (see paragraph C.5, below).

3. This Agreement is solely between the parties hereto. No third party is intended nor shall be deemed to have been given any rights or obligations by virtue of this Agreement. This Agreement does not and shall not be deemed to confer upon or grant to any non-party any right of fire protection, emergency response or right to claim damages, to bring any lawsuit, action or other proceedings against any Party to this Agreement because of any breach of this Agreement or because of any term, covenant, condition or agreement contained herein.

4. The term of this Agreement shall commence on the effective date indicated above, and shall remain in effect until this Agreement is otherwise terminated or amended.

5. Any Party to this Agreement may terminate its participation in this Agreement, with or without cause, upon thirty (30) days written notice delivered to the Fire District Board or Municipality of each of the affected Agencies.

6. This written Agreement constitutes the whole Agreement between the Parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those set out herein.

7. This agreement shall be binding upon the Parties hereto and their successors and assigns, and this Agreement, and rights and duties contained herein, shall not be assigned or delegated by any Party without prior written consent of all other Parties to this Agreement.

8. All Parties involved have agreed that an electronic signature is acceptable in lieu of an original signature.

IN WITNESS WHEREOF, the Fire Protection District Boards and Municipalities hereto, through their undersigned authorized representatives, have executed this Intergovernmental Agreement for Mutual Aid between Fire Departments as indicated herein below:

ALAMOSA COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

CITY OF ALAMOSA FIRE DEPARTMENT

Signature, title, and date

CENTER FIRE PROTECTION DISTRICT

Signature, title, and date

CENTRAL CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

COSTILLA COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

DEL NORTE FIRE PROTECTION DISTRICT

Signature, title, and date

MINERAL COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

MONTE VISTA FIRE PROTECTION DISTRICT

Signature, title, and date

NORTHERN SAGUACHE COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

NORTHEAST CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

NORTHWEST CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

SOUTH CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

SOUTH FORK FIRE PROTECTION DISTRICT

Signature, title, and date

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Agenda September 21, 2022

ATTACHMENTS:

Description	Type
☐ Minutes of Meeting September 21, 2022	Minutes

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers & Zoom Video Webinar
300 Hunt Avenue, Alamosa, CO
September 21, 2022

Zoom Webinar Link: <https://us02web.zoom.us/j/82493151121>

Dial-In Number: US: +1 719 359 4580 | Webinar ID: 824 9315 1121

Council Calendar

5:30 PM - Work Session: Advisory Board Applicant Interview

6:00 PM - Work Session: Liquor License Authority Training

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the Alamosa City Council was called to order on the above date by Mayor Ty Coleman at 7:00 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Ty Coleman, Councilors Charles Griego, Jan Vigil, and Dawn Krebs. Councilors Michael Carson and Kristina Daniel were present via Zoom Webinar. Councilor Liz Hensley was absent. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Griego to approve the agenda as presented and noting Councilor Hensley's absence. The motion carried unanimously.

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

A. Audience Comments

Luke Lyons, the new editor at the Valley Courier, introduced himself to Council.

B. Follow-Up

None.

V. CEREMONIAL ITEMS

- A. Introduction of Law Enforcement Personnel Tina DeSanti, Kolton Hillis, Javier Moreno, Pedro de Pedro Pablo, and Tim Dellett

Police Chief Ken Anderson introduced the new law enforcement personnel members who were all welcomed by Council.

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

Councilor Vigil moved, seconded by Councilor Griego to approve Consent Calendar A. The motion carried unanimously.

C.2.a. August monthly financial statements and expenditure reports

C.7.a. Approve Minutes of Agenda September 7, 2022

C.8.a. Approve City Manager contract for 2022-2023.

C.8.b. Receive August 2022 Monthly Reports

VII. REGULAR BUSINESS

B. Board/Commission Business

1. Advisory Board Appointments

Holly Martinez informed City Council that another application for the library board had just been received this evening and asked for council direction on filling the vacancies for this board. Council gave the direction that since there was no deadline to turn in applications, they'd like to interview this applicant as well before making the appointments to the library board.

Ms. Martinez provided further detail on the remaining board vacancies.

After discussion, Council appointed members by voice vote for the following boards.

Councilor Vigil moved, seconded by Councilor Krebs to appoint to the Homeless Coalition, Trina DeHerrera, and to the Main Street Advisory Committee Jania Arnoldi, The motion carried unanimously with Councilor Daniel abstaining from the vote.

After casting ballots, Council appointed members to the remaining advisory boards as follows: Lisa Lucero to the Alamosa Housing Authority Board and Judy Egbert to the Personnel Board.

Councilor Vigil moved, seconded by Councilor Krebs to appoint Lisa Lucero to the Alamosa Housing Authority Board and Judy Egbert to the Personnel Board. The motion carried unanimously.

C. Business Brought Forward by City Staff

None.

D. Committee Reports

Councilor Griego reported on the Alamosa Senior Citizens meeting he attended.

Councilor Daniel reported on the LEAD Policy Committee and Tree Board meetings she attended.

E. Staff Announcements

Ms. Martinez informed Council that we will be making an update to Municode referencing correct numbers that were updated in the Colorado Liquor Code by sending in those references without needing to bring an ordinance before Council to reflect those changes.

Chief Anderson provided an update to Council of how the response went to the situation that occurred at the high school on Monday related to an active shooter call, which ended up being a 'swatting' call.

Heather Brooks provided updates on the following:

- ArtsFest was this past weekend, which is a city event, and thanked everyone who took part in that event.
- A new Fire Chief has been hired and there will be retirement celebrations for retiring Fire Chief Don Chapman, as well as retiring Assistant Fire Chief, Toni Bobicki.
- Budget amendment for IT will come as IT equipment costs are going up mid-October and there is a \$20,000 savings to buy now rather than next year.

Ms. Brooks also provided a presentation on city projects that have been done or are coming up related to tourism.

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

F. Liquor Licensing Items

- a. Action on liquor code compliance check - Thai Hut

This item was moved up and heard prior to Committee Reports.

Counselor Schwiesow provided background information to Council in regards to the stipulation agreement that was met between the city and the Thai Hut. Licensee Sirorat Vienmanapun was present at the meeting and also provided information in regards to what happened to cause this violation.

Councilor Griego moved, seconded by Councilor Vigil to accept the proposed stipulation and written warning with Thai Hut. The motion carried unanimously.

COUNCIL COMMENT

Councilor Griego thanked Adams State University for hosting the Hispanic Heritage Month and thanked Heather

Brooks for the ArtsFest event.

Councilor Krebs commented how busy of a weekend it was and how she is enjoying how much the community has to offer.

Mayor Coleman thanked everyone for all the events and thanked the city employees for the support given to of one of our staff members that went through a tragic event recently.

ADJOURNMENT

The meeting adjourned at 8:20 p.m.

Holly C. Martinez, City Clerk

Ty Coleman, Mayor