



El Paso County Sheriff's Office

Sheriff Joseph J. Roybal



October 23rd, 2023

El Paso County Sheriff's Office
27 E. Vermijo Ave
Colorado Springs, CO 80903

Palmer Lake Fire Department
12 Valley Crescent St
Palmer Lake, CO 80133

Chief John Vincent,

There are several areas within El Paso County that do not have fire protection services. There is a provision within the Colorado Revised Statutes whereby the Sheriff may request assistance in the event of a fire in these areas.

In accordance with Colorado Revised Statute **30-10-513.5** Authority of sheriff relating to fires within unincorporated areas of county – liability for expenses.

(1) (a) The sheriff of any County may request assistance from a fire protection district or municipality in controlling or extinguishing a fire occurring on private property if, in the judgement of such sheriff, the fire constitutes a danger to the health and safety of the public or a risk of serious damage to property ...

With the existing mutual aid in agreement in place I am requesting your assistance with the following areas and/or addresses:

| Address | Assessor Parcel |
|--------------------|-----------------|
| 06-11-67 | 7100000222 |
| 5250 EISENHOWER DR | 7100000025 |

Realizing that there are incurred costs for such support I would like to draw your attention to the rest of Colorado Revised Statute (C.R.S.) 30-10-513.5 You may in fact recover costs for your support. Please keep in mind that your invoice must be sent to the property owner and not to this office.

(1)(a) ... Except as provided in subsection (3) of this section, any fire protection district or municipality assisting in controlling or extinguishing such fire is entitled to reimbursement from the property owner on whose property the fire occurred or from the party responsible for the occurrence of such fire for the reasonable and documented costs

resulting from such assistance. The fire protection district or municipality may recover the costs incurred in a civil action against the property owner or the responsible party or may, by resolution of its board or governing body adopted at a public hearing after notice to the affected parties, certify to the county treasurer the amount of costs incurred that remains uncollected after diligent effort for a period greater than one hundred eighty days. Such certification is subject to the appeal process and all other remedies, if any, provided in the “State Administrative Procedure Act”, article 4 of title 24, C.R.S. If the fire protection district or municipality prevails, the amount certified shall be collected by the treasurer in the same manner as taxes are authorized to be collected pursuant to section 39-10-107, C.R.S. To defray the costs of collection, the treasurer shall be authorized to charge an amount equal to ten percent of the amount collected.

(b) For purposes of this subsection (1), “fire occurring on private property” means:

(I) A fire occurring on property not located within a fire protection district or municipality providing fire protection services.

(II) (Deleted by amendment, L. 93, p. 1253, § 1, effective July 1, 1993.)

(2) (a) An owner of private property who has contracted with a fire protection district for fire protection services shall advise the sheriff of such contract and any fire protection district with which such district has mutual aid agreements. In the event that a fire occurs on such property, the sheriff shall make a reasonable attempt to secure the services from such district. If the district does not respond, he shall make a reasonable attempt to secure such services from any of the districts with which such district has mutual aid agreements. If services cannot be secured, the sheriff, in his discretion, may attempt to secure fire protection services from any other district or municipality, and, if services are provided, the owner of the property or the party responsible for the fire shall be liable for the costs incurred by such district or municipality. Such costs may be assessed and collected in the manner provided in subsection (1) of this section.

(b) No sheriff shall be held liable for failure to secure fire protection services as required by paragraph (a) of this subsection (2) unless the failure was due to willful misconduct, gross negligence, or bad faith.

(3) Any property owner who desires to conduct a controlled burn of a structure or building located on such property shall notify the county sheriff on the date when such controlled burn will be conducted. Any property owner provided such notification shall not be liable for any costs under this section resulting from the response by a fire protection district or municipality to such controlled burn due to any person informing or warning such district or municipality of the fire arising from such burn.

Historically, Palmer Lake Fire Department has agreed to provide fire protection services (and ambulance transport, if applicable) to these addresses. Please respond to this request in writing. Once received, response plans in CAD will be updated accordingly. Your assistance and

cooperation in this matter is sincerely appreciated. Should you or your staff have any questions please feel free to contact Communications Manager Meighan Powell at 719-520-7117 or via email at meighanpowell@elpasoco.com.

The duration of this Agreement shall be five (5) years from the date of signature, after which the Agreement will expire. Nothing in this Agreement shall be construed as imposing an automatic renewal period beyond the five (5) years from the date of signature. Any property listed in this agreement that becomes included by any fire protection district or municipality will automatically be excluded from this Agreement no later than forty-five (45) days after the inclusion agreement is executed.

Palmer Lake Fire Department agrees to be dispatched as primary to fire related incidents

Palmer Lake Fire Department agrees to be dispatched as the primary first responder and ambulance transport, in lieu of AMR, to medical related incidents

Chief John Vincent

Date

Commander Christopher Gonzalez

Date

[American Medical Response]

Date

Communications Manager Meighan Powell

Date