

Intergovernmental Agreement Between the South Arkansas Fire Protection District and the City of Salida

THE PARTIES to this Intergovernmental Agreement ("IGA") are the CITY OF SALIDA, a legal subdivision of the State of Colorado (hereinafter referred to as the "City"), and the SOUTH ARKANSAS FIRE PROTECTION DISTRICT, a duly organized special district and governmental entity within the State of Colorado (hereinafter referred to as the "District") (collectively referred to as "the Parties"). The IGA shall be effective January 1, 2025.

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so; and

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements (hereinafter referred to as "IGAs"); and

WHEREAS, the Parties last entered into an IGA for the provision of Fire Protection Services in the South Arkansas Fire Protection District effective January 1, 2015; and

WHEREAS, the Parties now wish to enter into a revised IGA for the provision of Fire Protection Services to reflect changes related to the construction of the City's new fire station at 611 Oak Street and other necessary updates;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Parties Agree to:

1. **Safe Staffing Cooperation:** The City and the District will collaborate to determine the necessary staffing levels to perform functions and services for both parties. At a minimum, this shall include 9 firefighters, 3 fire Captains or Lieutenants, 1 Assistant Chief, 1 Fire Chief, and additional staff as needed for administration, human resources, payroll, firefighter training, and the maintenance of equipment, vehicles, and property.
2. **Fire Chief:** The individual serving as the Fire Chief of the City Fire Department shall also serve as the Chief of the South Arkansas Fire Protection District ("Fire Chief"). The South Arkansas Fire Protection District shall have input into the hiring and retention of the Fire Chief. The Board of the South Arkansas Fire Protection District ("Board" or "District Board") shall be given sufficient time and ability to take necessary steps to ensure that any applicable Fire Chief hiring process(es) complies

with the legal requirements that apply to the District including of the Colorado Open Meetings Law, Part 4, Article 6 of Title 24, C.R.S., and the Public Records Act, Article 72 of Title 24, C.R.S. Additionally, the District Board shall have the opportunity to meet and confer with the City Administrator as necessary regarding fire protection services and the performance of the Fire Chief, and with the City Council, or the City Administrator as authorized by City Council, to discuss and address any issues or concerns related to this IGA, future amendments to this IGA, or other agreements between the City and District. These meetings may be convened at the request of the Board or the City Administrator.

3. **Equipment and Vehicles:** Each party may use firefighting equipment and vehicles owned by the other party to respond to emergency calls within the City or the District.
4. **Maintenance Responsibilities:** Each party is responsible for funding maintenance, parts, and repairs on their fire equipment and apparatus. The Fire Chief or their designee shall coordinate repairs, which shall be done promptly to ensure adequate emergency response services can be provided. The need for major repairs to District-owned equipment or apparatus, or the need for replacement of District-owned equipment or apparatus shall be reported to the District Board of Directors by the Fire Chief within a reasonable timeframe. Any costs for parts and maintenance that exceed the District's approved annual budget designated for such purposes must be pre-approved by the District, unless needed immediately in the event of an emergency.
5. **Insurance:** Each party shall maintain liability and property insurance with adequate coverage on their equipment and vehicles. Proof of insurance shall be shared among the parties.
6. **Out-of-District Deployment:** The parties agree that deployment of District-owned equipment for provision of fire protection services outside of the District's or City's service area including on state and federal lands ("Out-of-Area FPS") should continue as appropriate and is considered to be generally authorized by the District Board, subject to the Fire Chief's reasonable discretion as discussed below in this paragraph. Pursuant to such continuing general authorization of the District Board, the Fire Chief, within his reasonable discretion and subject to adequate equipment, shall authorize the deployment of District or City firefighting equipment and apparatus for Out of Area FPS. The Fire Chief shall report these deployments to the District Board of Directors within a reasonable timeframe.
7. **Workforce Housing:** To the extent possible, both parties will work cooperatively to endeavor to utilize the property at 124 E Street to address workforce housing for firefighters and storage of firefighting equipment and apparatus. Nothing herein,

however, should be interpreted to constrain City Council(s) from directing an alternate use of such City asset or making a different budgetary, fiscal or operational decision.

8. **Apparatus Reserve Fund and Contributions:** Each party shall maintain its own Apparatus Reserve Fund, which shall be used exclusively for the purchase and outfitting of structural firefighting apparatus.
 - a. The City will make annual contributions to the City's Apparatus Reserve Fund. These contributions are subject to the availability of funds within the City's budget and contingent upon City Council approval.
 - b. The District will make an annual contribution to its Apparatus Reserve Fund, in an amount equal to 20% of the City's annual contribution or \$30,000 per year, whichever is less. These contributions are contingent upon the City making its contribution for that year and is subject to the availability of funds within the District's budget.

Both parties shall contribute annually to their respective funds and report their contributions to each other on or before January 31st of each year.

9. **Joint Planning Study and Implementation Fees:** Both parties agree to collaborate in funding and implementing a planning study aimed at improving fire service delivery to the community. This joint effort will be undertaken when funding is available, ensuring that both parties contribute resources and expertise to enhance the effectiveness and efficiency of fire services.
10. **Consolidation:** Both parties will cooperatively investigate the possibility of consolidating into a single district with the intention to increase fire service efficiency and effectiveness for the community.

Section 2: The City Agrees to:

1. **Staffing:** The City will recruit, employ, manage, train, and maintain sufficient staffing as determined by Section 1, Paragraph 1. Staffing levels shall not be reduced below the current levels stated in Section 1 Paragraph 1 during the term of this IGA.
2. **Fire Services:** The City shall provide the District with the following fire services:
 - a. Emergency response to EMS calls, fire calls, vehicle accident calls, hazardous materials calls, and technical rescue calls.
 - b. Review of all new multifamily and commercial construction building plans within the District for compliance with applicable building and fire codes.
 - c. Fire inspections for commercial and multifamily buildings.
3. **Shared Firehouse Space:** The City shall provide the District with shared space at the Firehouse located at 611 Oak St, including space necessary for the Fire Chief and staff to administer the District, training, meeting spaces, and the boardroom.

4. **Housing Apparatus:** The City shall house District apparatus that can be properly staffed by on-duty personnel for the protection of the City and the District.
5. **Firefighter Compensation:** The City acknowledges the critical role and dedication of its firefighters and is committed to offering competitive compensation to attract and retain highly skilled personnel. In furtherance of this goal, and to the extent feasible within budgetary constraints, the City shall provide the following benefits and incentives to Staff:
 - a. **Salary Step Structure:** Implementing a structured salary progression based on predetermined percentage increases, ensuring clarity and fairness in pay advancements.
 - b. **Midpoint Pay:** Striving to ensure firefighter salaries meet the midpoint pay levels for similar positions within Colorado, ensuring competitive compensation.
 - c. **Medical Trainer Position:** An existing Salida Fire Department staff member will be compensated to serve as a Medical Trainer, tasked with enhancing the medical skills and readiness of the department.
 - d. **Swift Water Trainer Position:** An existing Salida Fire Department staff member will be compensated to serve as a Swift Water Trainer, tasked with enhancing the swift water rescue skills and readiness of the department.
 - e. **Engineer:** Shall implement the rank of Engineer to provide qualified and certified emergency apparatus driver operators.
 - f. **Post-Employment Health Plan:** A Post-Employment Health Plan (PEHP) shall be established to provide a means for tax-free reimbursement for qualified medical expenses incurred by firefighters after retirement.

Section 3: The District Acknowledges and Agrees to:

1. **Annual Payment:** The District will pay the City an annual sum of \$250,000, in equal quarterly installments in March, June, September, and December for all services provided pursuant to this IGA. This amount shall only be renegotiated every 3 years in advance of and effective for the subsequent Renewal Term.
2. **Pass-Through Payments:** The District shall pay the City for Out-of-Area FPS on a pass-through basis, equal to the amount the District is paid by third parties for such services performed by assigned City staff or for any City-owned apparatus that may be deployed. Rates shall be set by The South Arkansas Fire Protection District.
3. **Utilities Payment:** The District shall be responsible for payment of utilities, including electricity, gas, water, and sewer, at 124 E Street. In the event 124 E Street ceases to be used for fire services, the City may request that the District pay a portion of utilities at 611 Oak Street.
4. **Fitness Equipment Contribution:** The District will make a one-time contribution of \$15,000 for fitness equipment at the Firehouse at 611 Oak Street in January 2025.

5. **Training Facility Contribution:** The District will make a one-time contribution of \$150,000 to the City after the completion of a live burn and training facility for firefighters. Following the termination or expiration of this IGA, the District may continue to use the training facility, subject to the terms of a subsequent agreement addressing the details and parameters of such use.

Section 4: Term, Termination, and Amendment

1. **Term:** This IGA shall be effective as of January 1, 2025, and shall remain in effect thereafter until January 1, 2028 ("Initial Term"). Following the Initial Term, this IGA will automatically renew on an annual basis as of January 1 of each calendar year (each a "Renewal Term"), unless terminated by either party upon six (6) months prior written notice to the other Party. The Initial Term and any Renewal Term are collectively referred to as the "Term." This IGA shall be re-negotiated at least every three (3) years. This IGA may be terminated: (1) by the City or the District at the end of a Term by providing at least six (6) months advance written notice to the other Party; and (2) by either Party in the event of a material breach of the provisions of this IGA upon at least three (3) months advance written notice ("Breach Notice") provided by a non-breaching Party of a material breach of a provision of this IGA by the other Party, subject to the breaching Party's right to avoid termination by curing the breach (to the extent curable) to the satisfaction of the non-breaching Party within thirty (30) days of the Breach Notice timeframe. This IGA shall continue in full force and effect until terminated or amended in accordance with the provisions of this Section.
2. **Amendment:** This IGA may be modified or amended only by a written agreement signed by both parties, and such modifications or amendments shall be subject to approval by the City Council of Salida and the Board of Directors of the South Arkansas Fire Protection District.

Section 5: Liability

1. **Indemnification:** To the extent authorized and permissible by law, the Parties agrees to indemnify, defend, and hold harmless the other Party, its officers, employees, agents, and contractors from and against any and all liability, claims, demands, and expenses, including court costs and attorney's fees, arising out of or related to the fire protection services performed by the City under this IGA, provided that such injury, loss, or damage is caused by the acts, omissions, or other faults of the Party or its officers, employees, agents, or contractors.
2. **Governmental Immunity:** Nothing in this IGA shall be construed as a waiver of any rights, protections, limitations, or privileges under the Colorado Governmental Immunity Act or any other applicable law. Additionally, no portion of this IGA shall

create a duty of care or liability with respect to any non-party that did not previously exist.

Section 6: Funding Appropriated

Notwithstanding any other term or condition of this IGA, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the applicable fiscal year for the purpose of this IGA by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein as of the date of execution of this IGA have been legally appropriated for the current fiscal year for the purpose of this IGA. In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this IGA shall neither create nor be construed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever.

The parties have executed this Intergovernmental Agreement following approval by the City Council of Salida and by the Board of Directors of the South Arkansas Fire Protection District.

Agreed to by the Parties:

CITY OF SALIDA, COLORADO

Attest:

Kristi Jefferson, City
Clerk

By: _____
Dan Shore, Mayor

SOUTH ARKANSAS FIRE PROTECTION DISTRICT

By: _____
Harold Starbuck, President