

No. 06-3

CSFS #123
Fire Protection District
(Rev. 4/89)

EQUIPMENT AGREEMENT

Between

Colorado State Forest Service

and

Hasty-McClave Fire Protection District

HASTY-McCLAVE
ENGINE

This Agreement, effective as of October 1, 1990, by and between the State of Colorado acting by and through the State Forester of the Colorado State Forest Service on behalf of the State Board of Agriculture, hereinafter referred to as the State Forest Service; and Hasty-McClave Fire Protection District, acting by and through the Board of Directors, hereinafter referred to as "the District"; the Board of Bent County Commissioners, hereinafter referred to as "the County"; and the Sheriff of Bent County, hereinafter referred to as "the Sheriff"; under authority of state laws.

Witnesseth:

WHEREAS, the State Board of Agriculture is by law designated as the agency of the state to administer equipment and funds obtained under the Cooperative Forestry Assistance Act of 1978 (Public Law 95-313), which function has been delegated to the State Forest Service, and

WHEREAS, it is the duty of the State Forest Service to provide for the protection of the forest resources of the state, both public and private from fire, and

WHEREAS, it is the duty of the Sheriff under C.R.S. 30-10-512 to control all forest and prairie fires within Bent County and the County has authority under C.R.S. 30-11-107(1)(o) to cooperate with the State Forester in organizing and training rural firefighting groups and funding fire suppression efforts, and

WHEREAS, by entering into this Agreement, the District/Sheriff/County receives benefit of additional fire equipment for emergency use within Bent County.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth the parties agree as follows:

I. The State Forest Service agrees to:

- A. Loan or provide firefighting equipment as described in Appendix A, Item 1, in operating condition and equipped to perform the assigned fire duties of the County.

- B. Provide periodic instruction in the use and in the minor maintenance of the equipment.
- C. Perform repairs due to normal wear and tear as described in Appendix B, Section I.
- D. Inspect the operating ability and appearance and report to the District the findings of such inspection.
- E. Provide fire report forms for the reporting of wildland fire incidents.
- F. During January of every year, invoice the District for the annual maintenance fee described in II-P.
- G. Remove all equipment shown as Item 1 of Appendix A if not properly maintained, used, or operated in accordance with this Agreement.

II. The District agrees to:

- A. Use the fire equipment obtained by this Agreement in a careful and prudent manner only for fire protection or other emergency situations when life or property are threatened.
- B. Maintain the equipment in operating condition at all times, and provide adequate housing for the equipment on a year-round basis.
- C. Pay for all operating costs and minor maintenance as described in Appendix B, Section II.
- D. Maintain in force liability insurance coverage in amounts equal to or greater than \$150,000 each person/\$400,000 any one occurrence, or such higher amount as may be specified in the Colorado Governmental Immunity Act, 1973 C.R.S., 24-10-101 et. seq., as amended, for such acts as to which government immunity has been partially waived by statute or by resolution

of the District, if any. Such insurance shall be obtained from a company licensed to do business in the state of Colorado or through statutorily approved self-insured program.

- E. Provide proper licensing of vehicular items acquired under this Agreement.
- F. Make all equipment acquired under this Agreement available to the County for the control of forest and prairie fires within the County and/or to the State Forest Service for emergency fire suppression use statewide.
- G. Whenever possible, as mutually agreed, make the equipment acquired under this Agreement available to the State Forest Service for other fire-related uses.
- H. Make no changes, additions, or deletions to the equipment without prior written approval of the State Forest Service.
- I. Return the equipment listed as Item 1 of Appendix A to the State Forest Service at its request.

- J. To the extent permissible by law, assume all risks and liabilities for and hold the State Forest Service and County harmless from all claims, liabilities, or expenses for injuries or death to persons or damage to property arising out of the use or possession of the firefighting equipment by the District or its agents, except when said equipment is under the direct supervision of the State Forest Service or County. The State Forest Service warrants this vehicle only for its intended use of wildland fire protection. Nothing in this Agreement to hold harmless or any other provision of this Agreement shall be construed in any way to be a waiver by the County or the Sheriff of any of the protections to which the County or the Sheriff or any of their officials or employees are entitled under Colorado Governmental Immunity Act, as amended.
- K. The State Forest Service does not warrant the equipment for local maintenance required under Appendix B, Section II.
- L. Maintain at its own expense a minimum of tools and hose, listed as Items 2, 3, and 4 of Appendix A, on the equipment listed as Item 1 of Appendix A. Such tools

and hose will be kept on the vehicle at all times including actions pursuant to paragraphs II-F and II-G. When loaned to the State Forest Service under paragraphs II-F and II-G, they will return the equipment in the same condition as when loaned.

- M. Pay the State Forest Service for Items 2, 3, and 4 of Appendix A if acquired from or through the State Forest Service.
- N. Pay the State Forest Service for major repairs on the equipment listed as Item 1 of Appendix A due to abuse, misuse, or negligence by the District or its agents, as determined by the State Forest Service.
- O. Notify the State Forest Service as soon as practical whenever the equipment listed as Item 1 of Appendix A is not operating properly and/or needs repair.
- P. Pay the State Forest Service within 30 days after receipt of an invoice a fee of \$200.00 per year to maintain the vehicle according to Appendix B, Section I.

- Q. Prepare and send reports to the State Forest Service of all wildland fire incidents no later than January 15 for each preceding calendar year. Incidents are to be reported on the current Colorado State Forest Service Incident Report form or on local report forms, provided the local form contains the same information as the current Colorado State Forest Service Incident Report.
- R. The District is liable for any intentional, unauthorized conveyance, alteration, or use of the vehicle.

III. The parties mutually agree as follows:

- A. In the event that the Sheriff uses this equipment outside of said District on a fire that is under the direct control of the Sheriff, the Sheriff agrees to perform those duties assigned the District except for the provision of year-round housing (II-B) and payment of annual maintenance fee (II-P). If the Sheriff uses this equipment within the bounds of the District, the District agrees to be bound by those duties set forth in Section II.

- B. The equipment subject to this Agreement, listed as Item 1 of Appendix A, is owned by the United States Government, and is loaned to the District/Sheriff/County through the State Forest Service for emergency and fire-related use only.

- C. The equipment, listed as Item 1 of Appendix A, shall not be sold, pledged, mortgaged, encumbered, traded, or disposed of, in whole or in part, without prior written approval of the State Forest Service.

- D. This Agreement may be canceled any time but not less than 30 days written notice from one party to the other parties. If, however, the State Forest Service determines that the District/Sheriff/County is not in compliance with any portion of this Agreement, the State Forest Service shall invoke the terms of paragraph II-I.

- E. To adhere to the provisions of Appendix C.

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COUNTY SHERIFF of Bent County, Colorado

BY *Gus J. Trujillo*
County Sheriff

BY *Ivon R. Wertz*
Fire Protection Board

BY *Jim Corbett*
Fire Chief

BOARD OF COUNTY COMMISSIONERS of Bent County, Colorado

Attest *Patti Nickell*
County Clerk
Title

Chair *Harold R. Riley*

COLORADO STATE FOREST SERVICE

BY *Jochband*
State Forester

APPENDIX B: MAINTENANCE

Equipment Agreement between Colorado State Forest Service and
Hasty-McClave Fire Protection District, dated October 1, 1990.

- I. The State Forest Service agrees to provide the following maintenance as needed for equipment listed in Item 1 of Appendix A of this Agreement:
 - A. Major overhaul or replacement of truck or pump engines.
 - B. Replace or repair transmission or clutch.
 - C. Replace or repair differentials or axles.
 - D. Replace or repair brake drums, shoes, hydraulic, or air brake systems.
 - E. Replace or repair major damage to frame, body, tanks, or glass.
 - F. Major repair or replacement of fire pump or plumbing systems.
 - G. Provide parts at cost for minor repairs on electrical system or minor maintenance as needed for Section II of this Appendix.
 - H. Provide minor tune-ups on vehicles when in warehouse shops for major repairs.
 - I. Provide an annual inspection by a qualified Colorado State Forest Service mechanic.
- II. The District agrees to provide the following maintenance for all equipment listed in Item 1 of Appendix A of this Agreement:
 - A. Provide fuel, oil, and lubrication filters as needed and recommended by the State Forest Service.
 - B. Provide minor engine tune-up, brake adjustment, and tire repair at all other times except as noted in Item H of this Appendix.
 - C. Maintain electrical system, batteries, and cooling system.
 - D. Provide similar maintenance for pumping equipment.
 - E. Maintain pumping system so as to prevent cold weather freeze damage.
 - F. Maintain hose, tools, and miscellaneous accessories in serviceable condition.

APPENDIX C: MISCELLANEOUS

Equipment Agreement between Colorado State Forest Service and Hasty-McClave Fire Protection District, dated October 1, 1990.

- A. Financial obligations of Colorado State Forest Service payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- B. The Colorado State Forest Service agrees as part of this Agreement that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including but not limited to Executive Order 11246 as amended or as may be further amended hereafter.
- C. The laws of the state of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement.
- D. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provision is present.
- E. The signatories aver that to their knowledge no Colorado State Forest Service employee has any personal or beneficial interest whatsoever in the services or property described herein.