

EQUIPMENT AGREEMENT

Between

Kiowa Co  
ENGINE

Colorado State Forest Service

and

Kiowa

This Agreement, effective as of January 4, 1999, 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 the Board of Kiowa County Commissioners, hereinafter referred to as "the County," and the Civil Defense Director of Kiowa County, hereinafter referred to as "Civil Defense Director," 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 Kiowa 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, the County Commissioners and the county Sheriff of Kiowa County has given the Civil Defense Director authority and responsibility as the fire warden within Kiowa County described in appendix D and

WHEREAS, by entering into this Agreement, the County/Civil Defense Director receives benefit of additional fire equipment for emergency use within Kiowa 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 Civil Defense Director 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 Civil Defense Director 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 Civil Defense Director 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 Civil Defense Director 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/Civil Defense Director 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 Civil Defense Director or its agents, except when said equipment is under the direct supervision of the State Forest Service or County/Civil Defense Director. 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 Civil Defense Director of any of the protections to which the County or the Civil Defense Director 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 Civil Defense Director 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 Civil Defense Director is liable for any intentional, unauthorized conveyance, alteration, or use of the vehicle.

III. The parties mutually agree as follows:

- A. 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 Civil Defense Director/County through the State Forest Service for emergency and fire-related use only.
- B. 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.
- C. 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 Civil Defense Director/County is not in

compliance with any portion of this Agreement, the State Forest Service shall invoke the terms of paragraph II-I.

D. To adhere to the provisions of Appendix C.

Civil Defense Director of Kiowa County, Colorado

By Danny R. Christie  
Civil Defense Director

BOARD OF COUNTY COMMISSIONERS of Kiowa County, Colorado

Attest Betty S. Lewis Chair Carson E. Berry  
Clerk to the Board  
Title

COLORADO STATE FOREST SERVICE

By William R. Kelly  
for State Forester

APPENDIX A: EQUIPMENT

The following equipment is hereby designated as fulfilling the requirements of the Equipment Agreement between Colorado State Forest Service and Kiowa County dated August 23, 2006.

## Type of Equipment:

Item

1. Kaiser Jeep 2 ½ T  
Serial Number 032526343  
Color Yellow  
Pump \_\_\_\_\_  
Hose reel, tank and tool box attached
  
2. Hose: 500 feet of single jacket cotton or cotton synthetic rubber lined 1 1/2"  
100 feet of linen 1 1/2" or cotton synthetic lined 1 1/2"  
200 feet of 3/4" ID and 1" OD, high pressure rubber  
28 feet of 2 1/2" suction
  
3. Tool Cache:
 

4 shovels	3 canteens (2:2 qt., 1:4 qt.)
2 pulaskis w/sheath	1 double bit axe w/sheath
5 hard hats or helmets	1 rubber backpack pump
  
4. Miscellaneous tools and accessories:
  - 2 Nozzles 1:1 1/2" combination, 1:1" combination
  - 1 Spanner wrench, combination 1 1/2" and 2 1/2"
  - 1 Strainer suction hose, 2 1/2"
  - 1 Reducer, 1 1/2"x1"
  - 2 Adapter 1 1/2", F-NSTxM-IPT, and M-NSTxF-IPT
  - 1 Wye, gated 1 1/2"x1 1/2"x1 1/2"
  - 2 Double female coupling, 1:2 1/2", 1:1 1/2"
  - 1 Double male coupling, 1 1/2"
  - 1 Hose clamp
  - 1 Jack, 12 ton
  - 1 Wheel wrench and handle
  - 1 5 pound dry chemical extinguisher
  - 1 Pliers
  - 1 Crescent wrench 10"
  - 2 Screwdrivers, 1 3/8"x12" and 5/16"x6", flat tip
  - 1 Hammer, ball peen
  - 1 5 gallon gas can and spout
  - 3 Batteries, 12 volt

APPENDIX B: MAINTENANCE

Equipment Agreement between Colorado State Forest Service and  
Kiowa County dated August 23, 2006.

- 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 Sheriff/Department 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 B: MAINTENANCE

Equipment Agreement between Colorado State Forest Service and  
Kiowa County dated January 4, 1999.

- 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 Civil Defense Director/Department 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  
Kiowa County dated January 4, 1999.

- 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.

SEARCH & RESCUE  
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into 27 day of April, 1989 between Gary A. Rehm, the Sheriff of Kiowa County, hereinafter called and referred to as Sheriff and Danny Christie, Civil Defense Director of Kiowa county, hereinafter called and referred to as Director:

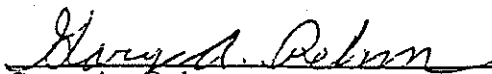
W I T N E S S E T H:

That for and in consideration of the following acts, conditions, doings and things, both parties agree to as follows, to-wit;

1. That part of the Statutory duties of the Sheriff includes the responsibility of fire warden for said county pursuant to CRS 30-10-512, as amended.
2. That pursuant to CRS 29-1-203 as amended, any government entity may enter into intergovernmental contracts to provide any function or service lawfully authorized to the other government entity.
3. That Sheriff agrees to designate Director to act as Fire Marshall for the County and agrees that Director shall perform the basic duties of Fire Warden held by Sheriff.
4. Director shall have the exclusive authority to perform any and all duties covering fires except for any instances in which Sheriff shall be present at a fire, at which time Sheriff shall assume said control and shall communicate his directions through Director.
5. Included in Director's duties as Fire Marshall shall be the right to maintain any and all fire equipment and vehicles, training, maintaining and managing personnel.
6. Director acknowledges that his position is strictly voluntary and that he is not paid any consideration for said position.

Dated this 27 day of April, 1989

KIOWA COUNTY SHERIFF

  
Gary A. Rehm

CIVIL DEFENSE DIRECTOR

  
Danny Christie

RESOLUTION


DESIGNATED EMERGENCY RESPONSE

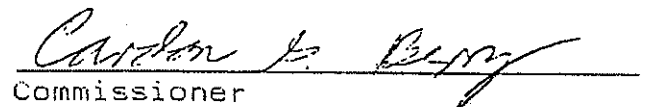
WHEREAS, pursuant to statute dealing with Designated Emergency Response the Board of County Commissioners are required to designate an Emergency Response Authority, and

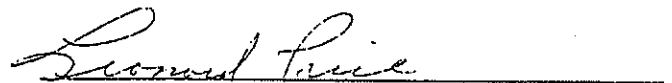
WHEREAS, the Board of County Commissioners of the County of Kiowa, Colorado is desirous of designating such an authority,

NOW, THEREFORE, be it resolved by the Board of County Commissioners that the Kiowa Civil Defense Office is hereby appointed to act as the Designated Emergency Response Authority and that the Kiowa Sheriff's Department shall act as the alternate authority.


Dated this 15th day of February, 1990

  
Burl Scherler, Chairman

  
Commissioner

  
Commissioner

ATTEST:

  
Betty V. Crow, Clerk to the Board  
of County Commissioners