

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 27-2021**

**A RESOLUTION TO AUTHORIZE SIGNING A MEMO OF UNDERSTANDING BETWEEN PIKES PEAK REGIONAL FIRE INVESTIGATION UNIT (PPRFIU) AND OTHER PARTICIPATING DEPARTMENTS, DISTRICTS INCLUDING THE TOWN OF PALMER LAKE FIRE DEPARTMENT, PALMER LAKE, COLORADO**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town Board of Trustees has authority over agreements for the Town; and

**WHEREAS**, the Town Fire Department desires to participate in a memo of understanding with Pikes Peak Regional and area agencies; and

**WHEREAS**, the purpose is to adopt a “team approach” to those fire investigations which may require skills, experience, equipment and resources in excess of the capabilities available to of any single participating agency’s jurisdiction.

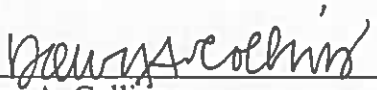
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**


1. The Town Board of Trustees hereby authorizes signature to enter into the memo of understanding as it relates to fire investigation as described in the attached Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 27th DAY OF MAY 2021.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

  
\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY:   
\_\_\_\_\_  
William Bass  
Mayor

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PIKES PEAK REGIONAL FIRE INVESTIGATIONS  
AND  
PARTICIPATING FIRE JURISDICTION**

This Memorandum of Understanding ("MOU") is made by and between the Pikes Peak Regional Fire Investigation Unit (PPRFIU) and the participating departments, districts and agencies within the Pikes Peak Region ("Participating Agencies"). For purposes of this MOU, each Party may be referred to as a "Party" or collectively as "Parties"

**PURPOSE AND AUTHORITY**

The purpose of the Pikes Peak Regional Fire Investigation Unit ("PPRFIU") is to adopt a "team approach" to those fire investigations which may require skills, experience, equipment and resources in excess of the capabilities available to of any single participating agency's jurisdiction. PPRFIU will work jointly, as requested and necessary, to investigate fire incidents within El Paso County and the Pikes Peak region in accordance with the mandates of this document. It is believed that the formation of this group will ultimately provide a positive benefit to the citizens and response agencies of the region.

This Memorandum of Understanding (MOU) is established pursuant to each participating agency's authority to conduct fire investigations. Participants shall be subject to all applicable Local, State and Federal laws as well to their designated departmental rules, regulations, policies, ordinances, and procedures. No provision of this document or PPRFIU Standard Operating Procedures (SOP) and Standard Operating Guidelines (SOG) is intended to supersede the authority of the agency having jurisdiction of a fire scene.

PPRFIU shall begin operating under this MOU on the date it is completely executed. The participants will review the objectives and the need for continued operation under this MOU every 12 months thereafter. Any participant agency may withdraw from this MOU at any time; however, a written notice of intent to withdraw must be provided to the PPRFIU thirty (30) days prior to the date of the intended withdrawal.

Revisions and amendments to this MOU shall be considered and voted upon by the current active participants. Acceptance of any revisions or amendments of the MOU will be by simple majority vote based upon the current active participants.

**GROUP NAME AND PROPOSED PARTICIPANTS**

The name of the group shall be the Pikes Peak Regional Fire Investigation Unit. Participation in PPRFIU shall be open to qualified personnel from local fire and law enforcement agencies domiciled within the Pikes Peak region. Persons who are pursuing experience to obtain certification through a recognized accredited association, may choose to participate with the unit as a Mentee. Participation in the PPRFIU by all investigators is done on a voluntary bases. Although a participant may be compensated by their home agency for time worked, the PPRFIU and Requesting agency will not provide compensation to investigators for services provided.

## **OPERATIONAL PROCEDURES**

The procedures to be implemented by the PPRFIU may have at least one representative from each agency participating in a scheduled meeting. In these meetings, the representative will be free to voice questions or concerns that may have arisen or discuss incidents that have occurred within their respective jurisdictions. These meetings will also ensure that every participant has a familiarity with the operational procedures of PPRFIU.

All PPRFIU participants are charged with establishing and maintaining a spirit of cooperation within the unit. In carrying out the function of PPRFIU, participants shall direct and coordinate their efforts in such a manner as will tend to establish and maintain the highest standards of efficiency and professionalism.

All fire investigators are responsible for obtaining, maintaining and renewing their respective certifications through an accredited agency. Participating agencies are encouraged to assist their respective investigators with cost incurred for training, memberships and certification process. The PPRFIU does not have a funding source or mechanism to support cost incurred by investigators.

All participants in PPRFIU agree that all assistance to their agency is reciprocal. While nothing can ensure that each jurisdiction will receive the exact amount of assistance as it gives, the intent of the PPRFIU is that all participants and their agencies will provide assistance to other agencies at one time or another and that the level and quality of service delivered will be comparable to what is received.

Each participant will remain responsible for any fire incident which may occur within their respective jurisdiction and shall act as the Lead Investigator. Members assisting in an investigation outside their jurisdiction shall function in the capacity of Assisting Investigator. Exceptions to this rule are expected only under extreme and unusual circumstances.

### **LEAD INVESTIGATOR**

The Lead Investigator on an incident will be the assigned fire investigator from the jurisdiction in which the fire occurred. It will be the Lead Investigator's responsibility to make a request to PPRFIU for investigative assistance on a fire scene, to include but not limited to Assisting Investigators, Bureau of Alcohol, Tobacco, Firearms (ATF), State resources, and the Regional Explosives Unit (REU).

A participating agency or district may request the PPRFIU assign a Lead Investigator to a fire event if that agency's investigator is unavailable or unable to respond. If a Lead Investigator is unavailable, the PPRFIU may assist the requesting agency in locating a qualified investigator.

### **ASSISTING INVESTIGATOR(S)**

Assisting Investigator(s) will operate under the direction of the Lead Investigator. Assisting Investigator(s) will assist as needed in preserving and documenting the fire scene, collecting evidence, conducting interviews and assisting the Lead Investigator in the scene examination. Other duties as dictated by the circumstances of the incident may apply. Assisting Investigator(s) shall generate a supplemental report to be submitted to the Lead Investigator to be added into the Origin and Cause Report, in a timely manner.

### **MENTEE INVESTIGATOR(S)**

Mentee Investigator(s) are in the process of meeting the qualifications of an accredited association. Mentee Investigator(s) may request to assist on all fire scenes that has a Lead Investigator assigned. Mentee Investigator(s) shall shadow the Lead or Assisting Investigator and may receive duties as assigned under circumstances of understanding. A supplemental report shall be submitted to the Lead Investigator to be added into the Origin and Cause Report, in a timely manner.

### **RESPONSE CRITERIA AND QUALIFICATIONS**

Any participant may request assistance from PPRFIU at any time for a fire event in an effort to determine the Origin and Cause of a fire. If Command, fire officer, or fire crew on scene can determine the origin and cause of the fire, PPRFIU does not need to respond. The request for an investigator shall follow the criteria below;

- Business involvement
- Fire crossing jurisdictional boundaries
- Fire related death or injury
- Incidents involving explosions
- Property loss of value at or larger of \$5,000
- Special and/or unique circumstances
- Suspected Arson
- Suspect information or suspect in custody
- Wildland fires - with property loss of value at or larger of \$5,000 or crossing property lines
- Law Enforcement Officer requests for assistance

PPRFIU participants shall make all attempts possible to be available for a requested response. However, there is no guarantee at any one time that the necessary personnel required for a particular incident request will always be available.

At times, due to variations in a jurisdiction's staffing levels, a request may be made from one participant to another to assist with on-call or standby coverage. Fulfillment of this request is dependent upon the available resources of the jurisdiction to which the request is made.

Any member who has agreed to be available for on-call or standby coverage shall do so in the capacity of Assisting Investigator under the direction of a Lead Investigator for the jurisdiction in which the fire occurs. Exceptions to this rule are to be expected only under extreme and unusual circumstances.

### **RESPONSIBILITY OF FIRE JURISDICTION**

Once fire suppression operations are terminated and the Incident Commander has declared Loss Stop, Command of the scene should be transferred to the Lead Investigator from PPRFIU. In the event the circumstances of the scene require the authority having jurisdiction to retain Command of the scene, the PPRFIU Lead Investigator and Incident Commander will coordinate scene activities in a unified structure. The fire agency shall maintain one staffed suppression apparatus on scene until the Lead Investigator

determines the scene is safe. At no point shall an investigator be left alone on a scene; a fire crew, law enforcement or another investigator is to remain on scene. When possible the Lead Investigator shall obtain a signed waiver of investigation from the property owner or individual with legal possession of the property or their representative. If the owner or representative is not available to sign a waiver the Lead Investigator shall use exigency to investigate the fire scene to determine the Origin and Cause prior to the spoliation of evidence. Upon completion of the Origin and Cause investigation at the scene t shall be responsible for the fire agency having jurisdiction transfer the property to the owner or owner's representative according to their agencies policies and procedures.

Upon completion of the scene Origin and Cause investigation, transfer of property control and responsibility back to the owner or responsible party shall be in accordance with the Authority Having Jurisdiction's policies and procedures.

Examination of fire scenes and collection of evidence involving fatalities, potential criminal charges and/or suspected arson shall be coordinated with the law enforcement agency having legal jurisdiction.

#### **RESPONSIBILITY OF THE LEAD INVESTIGATOR TO THE FIRE JURISDICTION**

Upon arrival to the fire scene the Lead Investigator will make contact with the Incident Commander (IC), interview first arriving units and any other fire crew on scene with pertinent information. PPRFIU investigators will inform the IC or the designated Accountability personnel prior to making entry into the hot zone. All reports, images, sketches, supplemental reports, etc., shall be submitted to the fire agency with legal jurisdiction for their records. No investigation records shall be released to any party from the office of the Lead Investigator without a subpoena. If the Lead Investigator receives a request for reports or records, the requesting party should be referred to the fire or law enforcement agency with legal jurisdiction. The release of reports or records to requesting parties will be the responsibility of the Authority Having Jurisdiction with their policies and procedures.

The Lead Investigator shall generate a preliminary report to the law enforcement agency assigned to any criminal activity reported from the fire. The Lead Investigator shall be the main contact with the law enforcement investigator throughout the investigation.

The Lead Investigator will be responsible for gathering all supplemental reports and information pertaining to the Origin and Cause investigation and forward those documents to the appropriate law enforcement or fire agency having jurisdiction.

#### **MEDIA RELATIONS AND RELEASE OF INFORMATION**

Any and all media requests shall be handled by the jurisdiction in which the fire event occurred. At no time shall a participant, other than the jurisdiction responsible for the fire event, communicate with or release any information about a fire event or investigation.

#### **LIABILITY WAIVER, ASSOCIATED EXPENSES, AND THIRD PARTY BENEFICIARIES**

All PPRFIU members shall abide by their respective department or agency rules and regulations. Any and all liability during an investigation will be held by the member's respective jurisdiction. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable

limitations of liability provided to each Party by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. and Article XI of the Colorado.

Each participant remains responsible for all pay, benefits, entitlements, employment decisions, liabilities, legal defense, and worker's compensation liabilities, for its own employees, agents and contractors. Expenses shall follow any existing Mutual Aid Agreements already in place amongst participating jurisdictions.

Nothing contained in this MOU shall give or allow any such claim or right of action to any third person or entity. It is the express intention of the participants that any person or entity, other than the participants to this MOU, receiving services or benefits hereunder shall be deemed to be incidental beneficiaries only.

**CONCLUSION**

We, the through our undersigned agency heads, agree with the principles stated herein relative to the Pikes Peak Regional Fire Investigators Unit and, on behalf of our respective agencies, we hereby pledge our support and cooperation.

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