

## **INTERAGENCY AGREEMENT FOR MUTUAL AID BETWEEN FIRE DEPARTMENTS**

THIS AGREEMENT entered by and between the organized Governmental entities and Fire Departments whose signatures are affixed hereto:

WITNESSETH THAT:

WHEREAS, intergovernmental/interagency agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203 C.R.S. (1986); and

WHEREAS, the parties hereto are each authorized to lawfully provide, establish, maintain, and operate firefighting and other emergency services; and

WHEREAS, each of the parties hereto maintain emergency equipment; and

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of each of the parties that it may have service of and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies; and

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this agreement; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the parties; and

WHEREAS, the following definitions shall apply for the application of this agreement:

- Automatic Aid: Request for additional assistance being automatically requested upon initial dispatch and pre-arranged agreements.
- Mutual Aid: Request for additional assistance being dispatched only upon the request of the receiving jurisdiction in accordance with this Interagency Agreement for Mutual Aid between Fire Departments.

NOW THEREFORE, IT IS MUTUALLY AGREED by each of the parties as follows:

1. Provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, are incorporated herein by this reference. The statute shall control in the event of a conflict between the statute and this agreement.
2. It is understood and agreed that this Agreement would provide for the joint exercise by the parties of the function or service provided herein, but would not establish a separate legal entity to do so, nor would it constitute any party as a agent of any other party for any purpose whatsoever. This agreement shall provide only for sharing of in-kind services and costs by the parties toward the establishment of a common mutual goal.
3. For and in consideration of the promises of each participating party set forth, each agrees with each of the others that in the event there are fires or other emergencies in the territory served by one party which are beyond the control of the Fire Department of that party; whether because of use of its equipment at other places, or whether because of the intensity of the emergency or otherwise, each agrees, subject to the limitations set forth, to aid and assist the other, by causing and permitting their fire department and its equipment to be used in responding to emergencies in the territorial area of any of the others, and the need for such aid and assistance shall be determined by the Fire Department requesting assistance, subject however to the following limitations:
  - a. Any of the agreeing parties shall be excused from making its equipment or service available to any of the other, in the event of the need of the emergency equipment or need of the personnel of such party, or in the event that the terms of the article seven apply, which decision of availability shall be made by the Fire Department requested to give mutual aid, in the exercise of its sole discretion, which decision shall be final and conclusive.
  - b. It is understood and agreed that each party's performance shall be subject to appropriation of funds by its City Council or other legislative body, and payment of such funds into the treasury of such party.
  - c. Mutual aid response by any party beyond the political boundary of the responding party is hereby deemed to be approved by the respective Executive and Legislative governing bodies and Fire Chiefs of the parties.
4. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursement under Article 9.
5. The extent of the mutual aid period shall be governed by the Incident Commander with the understanding of need to return apparatus and personnel to their respective jurisdiction as soon as reasonable possible..
6. Each party waives all claims and causes of action against all of the other parties for compensation (except as set forth in Article 9, below), damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement.
7. Each party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which party is organized. No party shall expect any other to respond to emergency calls where emergency arises due to a failure to organize available personnel or maintain equipment



- in proper working order and in sufficient quantity to meet the respective demands of the persons and property within each of the parties' respective jurisdictions.
8. Each party agrees to allow any other municipal or quasi-municipal fire department to join in this Mutual Aid Agreement after formal approval by its governing body and notification of such action to each of the other parties to this Agreement. Each party shall execute such amendments, as may be necessary in the future to accommodate the joining of new parties to the Agreement, without change of any other terms or conditions of the Agreement.
  9. Each party agrees that, for each call occurring within its jurisdiction, for which it has requested mutual aid; it will reasonably pursue any and all legal reimbursement possible, pursuant to state or federal laws, including but not limited to reimbursement for hazardous materials incidents, occurring within its jurisdiction, on behalf of all parties responding and, upon full or partial payment by the responsible entity, will distribute the reimbursement received in a fair and equitable manner to assisting parties based on their relative documented expenses for the involved incident.
  10. Nothing contained in this Agreement, and not performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers' Compensation coverage shall be structured in C.R.S. 29-5-109.
  11. It is understood and agreed by all parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
  12. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of the various parties and the ordinances and regulations enacted pursuant thereto.
  13. It is agreed by all parties that the National Incident Management System (NIMS) will be utilized and applied to ensure the safety and organizational efficiency of personnel.
  14. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder, without the prior written consent of all of the other parties.
  15. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the named parties that any person other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
  16. Any party hereto may terminate this Agreement with or without cause upon thirty (30) days prior written notice to each of the others.
  17. This agreement shall be executed in (# of parties) counterparts, each of which shall be deemed to be an original of this agreement.

18. Various parties to this Agreement may be parties to previously existing Mutual Aid Agreements, which are more detailed and specific than this Agreement. In such an event, any pre-existing Mutual Aid Agreements and the terms thereof, between any of these parties shall be considered the primary agreement between those parties and shall have priority over this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this  
9 day of MAY, 2011.

Chaffee County Fire Protection District:

by [Signature], FIRE CHIEF  
(Name) (Title)

Northern Saguache Fire Protection District:

by [Signature], PRESIDENT  
(Name) (Title)



## Memorandum of Understanding (MOU)

### For Automatic Mutual Aid Response

Chaffee County Fire Protection District and Northern Saguache County Fire Protection District recognize the need for *Automatic Mutual Aid Response* in selected areas of each agencies response for coverage. This MOU is written as an attachment to the Mutual Aid Agreement between these agencies and shall remain in effect as long as the Mutual Aid Agreement is in place.

The Automatic Aid response area is identified as the area along both sides of Highway 285 between County Road 200 in Chaffee County and Mile Marker 114 in Saguache County. The Automatic Aid response area will also include tie area along County Road 200 from Highway 285 to the County Line.

This Automatic Aid response shall cover two types of calls for service;

1. Reported Structure Fire and or Structure Fire Related calls. When either Chaffee County Dispatch and or Saguache County Dispatch center receives a report of a Structure Fire or a Structure Fire Related call within this Automatic Aid Response area, then the receiving dispatch center shall see that each Fire Agency is automatically dispatched to this area. Each agency shall respond as per their standard of operation for a structure fire call.
2. Confirmed reported Wildland fire calls (when the reporting party can confirm to the dispatcher that there is a wildland fire burning in this area). Then either dispatch center shall see that each agency is dispatched to any reported Wildland Fire call within this Automatic Aid Response area. If the report is just a smoke report and not a confirmed wildland fire call then each dispatch center shall notify each agency and the agencies shall decide the appropriate response.

When the first arriving Fire Apparatus is a mutual aid agency, the Officer of the apparatus shall establish Fire Command and structure the incident per N.I.M.S. The I.C. shall establish the Communication Channel as Fern 1 and shall broadcast a scene size up. When the first arriving apparatus of the primary agency arrives, then the I.C. shall brief the Officer of the primary agency and transfer command per N.I.M.S. when the arriving Officer is ready for the transfer. Each Fire Agency shall be responsible for their P.A.R. System and the I.C. shall assign a Safety Officer to manage both P.A.R. systems.

Fire Chief Chaffee County Fire Protection District: \_\_\_\_\_

Fire Chief Northern Saguache County Fire Protection District:

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Rod Sturges