



RESOLUTION 2022-07 BOULDER COUNTY FIRE AGENCIES
INTERGOVERNMENTAL AGREEMENT FOR
AUTOMATIC AND MUTUAL AID FOR WILDLAND FIRE AND
ALLRISK RESPONSE

This Intergovernmental Agreement for Automatic and Mutual Aid ("Agreement") is made and entered into as of the Effective Date (defined below), by and between the Boulder Rural Fire Protection District ("BRFPD"), the Mountain View Fire Protection District ("MVFPD"), the Allenspark Fire Protection District ("AFPD"), the Big Elk Meadows Volunteer Fire Department ("BEMVFD"), the Boulder Mountain Fire Protection District ("BMFPD"), the coal Creek Fire Protection District ("CCFPD"), the Four Mile Fire Protection District ("FMFPD"), the Gold Hill Volunteer Fire Department ("GHVFD"), the Hygiene Fire Protection District ("HFPD"), the Indian Peaks Fire Protection District ("IPFPD"), the Jamestown Volunteer Fire department ("JVFD"), the Lefthand Fire Protection District ("LHFPD"), the Lyons Fire Protection District ("LYFPD"), the Nederland Fire Protection District ("NFPD"), the Pinewood Springs Fire Protection District ("PSFPD"), the Sugarloaf Fire Protection District ("SLFPD"), the Sunshine Fire Protection District ("SSFPD"), the Timberline Fire Protection District ("TLFPD"), the Boulder County Sheriffs Office Wildfire Management Division ("BCSOWFM"), the Boulder County Sheriffs Office Emergency Services ("BCSOES"), the BCOES Boulder Emergency Services ("BES"), the BCOES Rocky Mountain Rescue ("RMR"), and the BCOES Front Range Rescue Dogs ("FRRD"). These agencies are referred to jointly as the "Parties" and individually as a "Party".

RECITALS

The Parties are neighboring political subdivisions of the State of Colorado that currently maintain and operate fire departments and are authorized to provide, among other services, fire suppression, fire prevention, emergency medical, rescue, extrication, and hazardous materials services (collectively, "Emergency Services") to their respective citizens and their property;

An Emergency Incident (defined below) may arise in a Party's jurisdiction, which results in such increased demands or intensity that it exceeds the manpower and/or equipment capabilities of that Party;

The Parties are authorized by the Colorado Constitution, Article XIV, Section 18, and C.R.S. 29-1-203 to enter into cooperative agreements to provide to each other any function, service, or facility lawfully authorized to each Party; and

The Parties desire to enter into this Agreement for the purpose of assisting one another in providing adequate response to any Emergency Incident within their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Definitions

- a. "Effective Date". The date the last Party signs this Agreement.
- b. "Emergency Incident". Structure fires, wildland fires, motor vehicle accidents, plane crash, and other serious or life-threatening calls for service. The specific type of Emergency Incidents covered by Automatic Aid pursuant to Section 3 are set forth in Exhibit A.
- c. "Fire Chief". The Fire Chief of a Party or his/her designated representative.
- d. "Requesting Party". A Party requesting mutual aid from another Party, or a Party receiving automatic aid from another Party, under this Agreement.
- e. "Responding Party". A Party responding to another Party's request for mutual aid, or a Party providing automatic aid to another Party, under this Agreement.

2. Mutual Aid

- a. Subject to the limitations stated in this Agreement, at the request of a Requesting Party, a Responding Party shall provide aid and assistance to the Requesting Party by causing and permitting its equipment and/or personnel to be used in responding to an Emergency Incident within the Requesting Party's jurisdictional boundaries. Notwithstanding anything in this Agreement to the contrary, the Responding Party shall be excused from making its equipment and/or personnel available to the Requesting Party if it determines, in its sole discretion, that such equipment and/or personnel: (i) are needed within the Responding Party's service area; (ii) are not available due to their prior use at another location; or (iii) are not available due to equipment mechanical breakdown or otherwise. The Responding Party shall have sole discretion in determining whether any personnel and/or equipment shall be provided to the Requesting Party, and, if so, the specific personnel and/or equipment that will be provided.
- b. A request for mutual aid by a Requesting Party shall include a statement of the amount and type of equipment and/or personnel requested, and shall specify the location to which the equipment and/or personnel are to be dispatched; provided, however, that the actual amount and type of equipment and number of personnel furnished, if any, shall be determined by the Responding Party in its sole discretion pursuant to Section 1(a) above.
- c. The Responding Party shall be released by the Requesting Party at the earlier of: (i) when the Responding Party's equipment and/or personnel are no longer required; or (ii) when the Responding Party's equipment and/or personnel are needed within the Responding Party's service
- d. Each Party shall maintain its equipment and organize its emergency response procedures for personnel and equipment to the degree necessary to cope with the ordinary and routine Emergency Incidents arising within its service area. No Party shall be expected to respond

to Emergency Incidents within another Party's service area when the Emergency Incident arises due to that Party's failure to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the ordinary and routine Emergency Incidents arising within its service area.

3. **Automatic Aid (if applicable)**

a. The Parties agree to commit units described on Exhibit A to automatically respond to the corresponding Emergency Incidents described on Exhibit A within the portion of the collective service areas defined in Exhibit B as part of the initial response through automatic dispatching by the City of Boulder Emergency Communications ("COBEC"), the Boulder County Communications Center ("BCCC"), and the City of Longmont Emergency Communications ("COLEC"). These communication centers shall jointly be referred to as the "Communication Centers". If the appropriate units are previously committed to other incidents or are otherwise unavailable, the Responding Party shall immediately notify the appropriate Communications Center of the inability to respond so that the Requesting Party may call in alternative units.

b. The Fire Chiefs for all of the Parties may mutually agree to alter the units committed to automatically respond (Exhibit A), the types of Emergency Incidents covered by automatic aid (Exhibit A), or the collective service areas (Exhibit B), provided that such mutual agreement is (i) in writing, (ii) signed by the Fire Chiefs for all of the Parties, and (iii) attached to this Agreement.

4. **Incident Command**

a. The Party with the first arriving unit to any Emergency Incident shall establish an incident command structure, including designation of an Incident Commander, which is consistent with Standard Operating Guidelines of a nationally accepted Incident Management System ("Command Structure"). All responding personnel will operate under the Command Structure and perform all required duties in assigned groups and/or divisions.

b. If it becomes necessary for a Party to transfer control of an Emergency Incident to another Party, command shall be transferred to the other Party's senior officer at the Emergency Incident. Each Party shall be responsible for completion of the reporting process in accordance with that Party's Standard Operating Guidelines or applicable policies or procedures.

5. **Procedures and Protocols.** Each Party may establish procedures and protocols for the carrying out of this Agreement; however, no such procedure or protocol shall be contrary to the terms of this Agreement.

6. **Radio Communications.** Each Party operates on a radio system with compatible radio channels. The radio channel for any Emergency Incident will be based upon the location of the Emergency Incident. The Parties will follow established radio protocols.

7. **Dispute Resolution - Good Faith Discussion.** In the event the actual responses outside a Party's jurisdiction included in this Agreement become a burden, or if there is any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, the Parties agree to discuss, in good faith, amendments to this Agreement and/or other possible resolutions. Accordingly, the Parties will first elevate the disputed issues to senior

administration, the respective Fire Chiefs, and if the matters are not resolved, the Parties may then engage in mediation or other non-binding dispute resolution methods. The Parties agree to equally share the costs associated with such mediation or other non-binding dispute resolution method, except that each Party shall be solely responsible for its own attorneys' fees, costs, and expenses.

8. **Term Termination and Withdraw.** This Agreement shall be valid from the Effective Date until December 31 of the year in which it takes effect. Thereafter, this Agreement shall automatically renew for successive one-year terms. This Agreement may be terminated at any time by the mutual written agreement of all Parties at the time of termination. In addition, any Party may withdraw from this Agreement at any time upon thirty (30) calendar days' prior written notice to all other Parties at the time of withdraw.

9. **General Provisions.**

a. Each Party waives all claims and causes of action against the other Parties for compensation, loss, damages, personal injury, or death occurring as direct or indirect a consequence of performing this Agreement.

b. The equipment and personnel of the Responding Party, while engaged in performing any service, activity, or undertaking under the provisions of this Agreement, shall have and retain all rights, privileges, and immunities, and shall be deemed to be engaged in the service under the direction and employment, of the Responding Party, notwithstanding that the Emergency Services are being performed for the Requesting Party in accordance with this Agreement.

c. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any performance under this Agreement is intended to be, and shall not be construed as, a "temporary assignment" of a Party's personnel, apparatus, or equipment to another Party. Accordingly, the provisions of C.R.S. S 29-5-103 through C.R.S. 29-5-110 do not apply to this Agreement.

d. This Agreement provides for the Parties' joint exercise of their Emergency Services functions; however, it does not establish a separate legal entity to do so. Further, no Party is an agent of any other Party for any purpose whatsoever. This Agreement provides only for the sharing of in kind Emergency Services and costs by the Parties toward the accomplishment of a common goal.

e. Enforcement of this Agreement, and all rights of action to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any third party. It is the express intention of the Parties that any third party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

f. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their directors, council members, officers, employees, and volunteers under federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, C.R.S., et seq.

g. Nothing herein shall be deemed a multi-fiscal year obligation and all direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If any Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate as to that Party at the end of the year in which the non-appropriation occurred, and no Party shall have liability to any other Party.

h. 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 the other Party. Notwithstanding the forgoing, each Party may, to the extent authorized by law, recover costs from third parties for all Emergency Services provided.

i. Colorado law governs this Agreement. Jurisdiction and venue for a civil action involving a dispute arising from or relating to this Agreement shall lie exclusively in the District Court for Boulder County.

j. This Agreement is the entire agreement between the Parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties to this Agreement as of the date of the amendment. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties to this Agreement as of the date of the proposed assignment. This Agreement may be executed in several counterparts or by electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the Parties have entered into this Agreement.

NEDERLAND FIRE PROTECTION DISTRICT, COLORADO

By: _____
Mike Scott, Fire Chief

By: _____
Board President

Attest:

Board Vice-President

Nederland Fire Protection District, 650 Lower W 4th Street, PO Box 155, Nederland, CO 80466
Ph: 303-258-9161. In an emergency call 911.