



Resolution 2022-06 AUTOMATIC AND MUTUAL AID AGREEMENT BETWEEN THE
NEDERLAND FIRE PROTECTION DISTRICT AND TIMBERLINE FIRE PROTECTION
DISTRICT

THIS AGREEMENT is made and entered into this 1st day of March, 2022, by and between Timberline Fire Protection District, hereinafter referred to as "District", and Nederland Fire Protection District hereinafter referred to as "NFPD" (District and NFPD hereinafter being referred to jointly as "Parties" and singularly as "Party"):

WITNESSETH

WHEREAS, the Parties are organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide fire protection, emergency medical, rescue, and ambulance or hazardous materials services within their jurisdictional boundaries, which are located within Gilpin and Boulder Counties, Colorado; and

WHEREAS, the Parties determine that in the event of a fire, emergency medical, rescue, and ambulance or hazardous materials incident, each would benefit from the availability of and mutual response by equipment and personnel of the other Party as requested and as provided herein; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide for automatic and mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of the other Party, as provided herein; and

WHEREAS, establishment of an automatic and mutual aid agreement will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Definitions. The following terms as used in this Agreement are defined as follows:
 - (a) "Assisting Party" means a Party providing or requested to provide

Mutual Aid or Automatic Aid within the jurisdictional boundaries of a Requesting Party.

(b) "Automatic Aid" means the automatic, initial assistance provided by an Assisting Party to an actual or reported Emergency Incident within the jurisdictional boundaries of a Requesting Party.

(c) "Emergency Incident" means a fire, emergency medical, rescue, and ambulance or hazardous materials incident requiring an emergency response by a Party.

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(d) "Mutual Aid" means assistance provided by an Assisting Party to an actual or reported Emergency Incident within the jurisdictional boundary of a Requesting Party, based upon a specific request by a Requesting Party, which is not provided as Automatic Aid. Mutual Aid includes any assistance provided in addition to the Assisting Party's Automatic Aid response.

(e) "Requesting Party" means a Party within whose jurisdiction a Mutual Aid or Automatic Aid incident occurs and who is assisted by or has requested assistance of an Assisting Party.

(f) Automatic Aid Incident. An actual and reported Emergency Incident for which the Parties shall automatically, without a specific request from the Requesting Party, respond and provide Automatic Aid to those portions of the jurisdictional boundaries of the Requesting Party.

(g) Mutual Aid Incident. An actual or reported Emergency Incident within the jurisdictional boundaries of a Requesting Party which requires the provision of apparatus, equipment, or personnel over and above that available for response by such Party and all Assisting Parties providing Automatic Aid.

2. Response Levels.

(a) Automatic Aid. In the event of an Automatic Aid Incident, the Assisting Parties shall provide to the Requesting Party the apparatus and equipment which is attached hereto and incorporated herein by reference and necessary personnel to operate the apparatus and equipment, as specifically contemplated by geographic region and type of call on Exhibit A which is attached hereto and incorporated herein by reference, or which it would respond to a like Emergency Incident within its own jurisdiction. Exhibit A may be amended from time to time by written agreement of the Fire Chiefs of the Parties affected by such amendment.

(b) Mutual Aid. In the event of a Mutual Aid Incident, the Incident Commander on scene or highest-ranking operations officer on duty for the Requesting Party shall request such additional apparatus, equipment and/or personnel to be provided by the Assisting Parties as deemed reasonably necessary. The Assisting Parties shall provide the

apparatus, equipment, and personnel, as available and as requested by the Requesting Party, and as deemed available by the Assisting Party.

(c) Assisting Party's Discretion. Should any Party have personnel or resources already committed to an Emergency Incident, either within or without its jurisdiction, or otherwise unavailable, which in its sole discretion prevents it from providing Automatic Aid or Mutual Aid and also providing an adequate level of service and protection within its own jurisdiction, it shall promptly notify its dispatcher or the other Parties and shall be released from all or a portion of its Automatic Aid or Mutual Aid responsibilities until its personnel and resources are adequate and available. When available personnel and equipment return to adequate levels, the Assisting Party shall ~~notify~~ its dispatcher or other Parties to return to Automatic Aid or Mutual Aid dispatching.

(d) Governing Body Authorization. Automatic Aid or Mutual Aid shall be provided without regard to political boundaries and in full compliance with the terms and conditions of this Agreement. Automatic Aid or Mutual Aid by any Party as provided herein is hereby approved by the respective governing bodies of the Parties, and such responses to specific Emergency Incidents shall require no further approval by the governing bodies of any Party.

(e) Pre-Existing Obligations. Nothing herein shall limit the Emergency Incident duties of any Party within its respective jurisdiction, or any other aid agreements any Party may have with any other Party or entities.

3. Dispatching. The Parties shall notify their respective dispatching entities of this Agreement and the need to dispatch equipment and personnel in accordance with the provisions of this Agreement.

(a) Automatic Aid. Dispatching of the Assisting Parties rendering Automatic Aid shall be automatic and consistent with Exhibit A, without additional, specific Emergency Incident authorization or request of the Requesting Party. The Requesting Party shall clarify the level of Automatic Aid needed as early in the Emergency Incident as possible.

(b) Mutual Aid. Dispatching of Assisting Parties rendering Mutual Aid shall be only upon the specific request of the Incident Commander on scene, or highest-ranking operations officer of the Requesting Party on duty.

4. Automatic Aid Command.

(a) The general command of an Automatic Aid or Mutual Aid Emergency Incident shall be vested in the Incident Commander in accordance with current standards of practice of the National Incident System, regardless of the jurisdiction of his/her origin.

(b) Responsibility of patient care at an Automatic Aid or Mutual Aid incident shall be vested in and carried out by the "Lead Paramedic/EMT," defined as the first paramedic or emergency medical technician to arrive at the incident scene, regardless of jurisdiction of origin, until such person turns over patient care command to another paramedic or emergency medical technician.

(c) All Emergency Incident operations and activities shall be coordinated with the Incident Commander. At no time shall any Party involved in an

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Automatic Aid or Mutual Aid incident be expected to operate contrary to standing orders or policies of its own jurisdiction or physician advisor.

(d) A Party providing Automatic Aid or Mutual Aid shall be released from service when the Incident Commander determines its services are no longer needed.

5. Wildland Fire. The request or provision of Automatic Aid or Mutual Aid pursuant to this Agreement associated with a wildland fire shall not constitute a determination by any Party that a wildland fire exceeds the capabilities of the Party to control or extinguish, so as to transfer the responsibility and coordination of such wildland fire to the County Sheriff pursuant to Section 29-22.5-103(2), C.R.S. Such determination shall be made solely in the discretion of the Party within whose jurisdiction the wildland fire occurs.

6. Maintenance of Organization. Each Party is expected to maintain its personnel, apparatus, and equipment and organize its Emergency Incident response methods so as to be capable of responding adequately to ordinary and recurring Emergency Incidents arising within its boundaries. No Party shall expect, nor shall any Party be required to respond to Emergency Incidents occurring within a Party's jurisdiction which Party has failed to adequately organize Emergency Incident response methods, personnel, apparatus, and equipment to meet ordinary and recurring demands arising within its jurisdiction.

7. Compensation and Reimbursement. The Parties agree that the services to be provided hereunder to each other are of equal value. All Automatic Aid and Mutual Aid rendered under this Agreement shall be without charge to any Party. Each Party shall have the right to seek compensation or reimbursement and bill any person or agency not a Party for services provided pursuant to this Agreement, in accordance with its own billing policies and as authorized by law.

8. Training and Planning. The Parties shall schedule and provide joint training exercises involving the personnel of other Parties. The Parties shall attempt to coordinate pre-incident response planning and long-term capital acquisition and improvement to maximize response capabilities and beneficial use of public resources.

9. Additional Actions. The Fire Chiefs of the Parties are directed to take all actions necessary to carry out the terms of this Agreement, including, if necessary, revising radios and communications equipment so that the Parties have a common communications capability. All Parties shall cooperate with each other during and until completion of any Emergency Incident investigation and shall report all such information to the Requesting Party. Each Party shall be responsible for obtaining the information necessary for completion of its own Emergency Incident report and shall exchange that information with all other Parties present at the Emergency Incident. Information pertaining to insurance, statistics for loss data, arson investigation and other emergency

response statistics shall be gathered and made available to all other Parties by the Requesting Party. All protected health information shall be subject to HIPAA privacy requirements.

10. Personnel and Equipment. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its own personnel utilized in an Automatic Aid or Mutual Aid incident, and all costs associated with use of their own equipment and apparatus. The personnel and equipment of any Party providing Automatic Aid or Mutual Aid shall be insured by the liability, workers' compensation, or other insurance of their own agency. Each Party shall be responsible for their own consumable equipment and supplies, including fuel, which may be consumed as part of an Automatic Aid or Mutual Aid incident.

11. Liability to Third Persons. Each Party assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur during an Automatic Aid or Mutual Aid incident, caused by that Party, its volunteers, servants, agents, or employees. To the maximum extent allowed by law, each Party ("first Party") covenants and agrees to indemnify, save and keep each other Party ("second Party") harmless against all liabilities, judgments, costs, damages and expenses, including court costs and attorney's fees, of and from any and all claims of any kind or nature whatsoever which may in any way arise against the second Party for or on account of personal injuries and damages to real or personal property or to the loss of any property by persons not a Party to this Agreement caused as a result of any act or deed or any failure to act of any volunteer, servant, agent, or employee of the first Party in connection with this Agreement. Nothing contained in this Agreement shall be construed as a waiver of the protections of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., and the Parties reserve all of their rights under said Act. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

12. Waiver. Each Party ("first Party") assumes full responsibility and liability, and waives all claims it may have against each other Party ("second Party"), for any and all damages to the equipment of the first Party, and for personal injuries and damages to real or personal property of the first Party's volunteers, servants, agents, or employees, whether caused by the second Party or a person not a party to this Agreement, that occur during the course of an Automatic Aid or Mutual Aid incident, except for damages and injuries caused by the willful and wanton actions, or intentionally tortious conduct of second Party. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

13. No Third-Party Rights. Nothing in this Agreement shall be deemed to create or give rise to any rights, claims, or causes of action in any person or entity except the Parties.

14. Prior Agreements. This Agreement shall supersede all prior agreements regarding Mutual Aid or Automatic Aid by, for and/or between Parties.

15. Effective Date and Term. This Agreement shall become effective between the signatories of this Agreement at 0:00 hours of the first day of the first month following execution by two or more Parties, regardless of whether or when all Parties may execute this Agreement. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms unless terminated by written notice, such notice given not less than thirty (30) days prior to the end of the year, unless otherwise agreed by the Parties. Termination by one Party shall not affect a termination of the Agreement as to the remaining Parties unless the remaining Parties also agree to terminate.

16. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by the Parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

17. Assignment. 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 the other Parties.

18. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the addresses listed by the signatures below.

19. Amendments. This Agreement may be amended only by written document signed by the Parties.

20. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.

21. Counterparts. Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, 24-71.3-101, et seq., C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document

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bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

TITONERLINE FIRE PROTECTION DISTRICT

By

Paul Ondr, Fire Chief

Attest:

Richard Wenzel, Board President

NEDERLAND FIRE PROTECTION DISTRICT

By

Mike Scott, Fire Chief

Attest:

Iain Irwin - Powell, Board President

EXHIBIT A
AUTOMATIC AID CALLS

For calls originating within the Boulder County portion of the Timberline Fire Protection District boundaries.

Confirmed or Reported Structure Fire: One Water Tender and One Engine.

Confirmed Wildland Fire: One Engine or Brush Truck

Smoke sighting with Multiple RPs: One Engine or Brush Truck

MVA: One Engine with extrication capabilities

Major Medical: One Engine or Brush Truck (ambulance NOT needed)

For calls originating within the Gilpin County portion of the Timberline Fire Protection District boundaries.

Confirmed or Reported Structure Fire: One Water Tender

For calls originating within the Nederland Fire Protection District.

Confirmed or Reported Structure Fire: One Water Tender and One Engine.

The above units will respond either directly to the scene or staging.