

San Luis Valley, Colorado
Intergovernmental Agreement

**FOR MUTUAL AID BETWEEN FIRE PROTECTION DISTRICTS AND
MUNICIPALITIES**

THIS AGREEMENT, effective
October 1, 2022

Is made between the following Fire Protection Districts and Municipalities (individually an “Agency,” collectively the “Agencies”):

Alamosa County Fire Protection District,

City of Alamosa Fire Department,

Center Fire Protection District,

Costilla County Fire Protection District,

Central Conejos Fire Protection District

Del Norte Fire Protection District,

Mineral County Fire Protection District

Monte Vista Fire Protection District,

Northern Saguache County Fire Protection District; (Villa Grove/ Bonanza Fire Department, Crestone Fire Department, Moffat Fire Department, Saguache Fire Department),

Northwest Conejos Fire Protection District (Carmel, Capulin, La Jara, Romeo Fire Department),

Northeast Conejos Protection District,

South Conejos Fire Protection District (Antonito Fire Department, (Fox Creek),

South Fork Fire Protection District

WITNESSETH:

WHEREAS, This Intergovernmental Agreement is authorized by Part II Title 29 of Article 1, Colorado Revised Statute; and,

WHEREAS, It is in the best interest of the inhabitants of the Agencies' jurisdictions that an intergovernmental agreement provide for assistance to Agencies during emergencies;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between each of the Agencies as follows:

A. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

Incident Commander: "Incident Commander" means the person designated by a Requesting Agency to be in charge of operations at a particular incident.

Requesting Agency: "Requesting Agency" means a Party to this Agreement that requests assistance from any other Party to this Agreement;

Responding Agency: "Responding Agency" means any Party to this Agreement that responds to a request for assistance from a Requesting Agency.

B. ASSISTANCE.

1. In the event that a fire, or other emergency that requires the use of firefighting personnel or equipment, occurs within the jurisdiction served by an Agency, such Agency may request assistance from any Party to this Agreement for firefighting personnel and/or equipment.

2. Upon request for assistance in accordance with section B.1. hereof, a Responding Agency may, at the direction of the Responding Agency's Fire Chief or authorized representative, render such assistance as such Responding Agency may deem available for such request.

3. Any dispatch of equipment and/or personnel pursuant to this Agreement is subject to the following conditions.

a. Any request for aid hereunder 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, but the amount and type of equipment and/or the number of personnel to be furnished shall be determined by a representative of the Responding Agency. The request shall also identify the Incident Commander in charge of deployment of such equipment and/or personnel.

b. The Responding Agency shall report to the Incident Commander of the Requesting Agency at the location to which the equipment and/or personnel is dispatched and shall be subject to the orders of such Incident Commander.

c. A Responding Agency shall be released by the Requesting Agency

(1) When the services of the Responding Agency are no longer required as determined by the Incident Commander, or

(2) When the Responding Agency is needed within the area for which it normally provides emergency services as determined by the Responding Agency.

d. Each Agency hereby authorizes the other Agency to transmit on its radio frequency for the purpose of efficiency in executing the mutual aid as determined by the Incident Commander.

4. If the Fire Chief or authorized representative of the Responding Agency determines that no assistance shall be rendered, then the Fire Chief or authorized representative shall immediately notify the Fire Chief or authorized representative of the Requesting Agency of such decision.

5. Each Agency 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 Agency

C. LIABILITY CONSISTENT WITH C.R.S. §§ 29-5-105, -108, and -109

1. All firefighters of a Responding Agency shall have the same power as regular firefighters of the Requesting Agency while assigned and performing duties subject to the direction and control of the Requesting Agency. During the time that a firefighter or equipment of a Responding Agency is assigned to a Requesting Agency, any liability that accrues under the provisions of article 10 of title 24, Colorado Revised Statutes on account of the negligent or otherwise tortious act of the firefighter or malfunction of the equipment shall be imposed upon the Requesting Agency and not upon the Responding Agency.

2. The coverage of any firefighter of a Responding Agency under the “Workers’ Compensation Act of Colorado”, articles 40 to 47 of title 8, Colorado Revised Statutes, shall not be affected by reason of the performance of temporary duties for a Requesting Agency pursuant to this Agreement, and the firefighter shall remain covered by workers compensation insurance while performing temporary duties as fully as if he or she were performing those duties for his or her own Agency.

3. If any firefighter of a Responding Agency should become disabled or be killed by reason of the performance of temporary duty for a Requesting Agency pursuant to this Agreement, and the disability or death would entitle the firefighter or his or her survivor to payment from any pension fund of the Responding Agency had the injury occurred during the performance of his or

her duties within the Responding Agency, the firefighter shall be entitled to the same payment from the pension fund of the Responding Agency as he or she would have been entitled to receive if the injury or death had occurred within the Responding Agency, and he or she shall not be entitled to receive a payment from any pension fund of the Requesting Agency in which the temporary duties were performed.

D. GENERIC TERMS

1. Each Agency waives all claims against each and every other Agency for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

2. The governing bodies of each of the Agencies do, by entering into this Agreement, give to their respective Fire Chiefs the authority to meet from time to time to implement this Agreement and to administer this Agreement. This Agreement may only be amended in writing, by a written agreement signed by all of the Parties to this Agreement whose participation in the Agreement has not terminated (see paragraph C.5, below).

3. This Agreement is solely between the parties hereto. No third party is intended nor shall be deemed to have been given any rights or obligations by virtue of this Agreement. This Agreement does not and shall not be deemed to confer upon or grant to any non-party any right of fire protection, emergency response or right to claim damages, to bring any lawsuit, action or other proceedings against any Party to this Agreement because of any breach of this Agreement or because of any term, covenant, condition or agreement contained herein.

4. The term of this Agreement shall commence on the effective date indicated above, and shall remain in effect until this Agreement is otherwise terminated or amended.

5. Any Party to this Agreement may terminate its participation in this Agreement, with or without cause, upon thirty (30) days written notice delivered to the Fire District Board or Municipality of each of the affected Agencies.

6. This written Agreement constitutes the whole Agreement between the Parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those set out herein.

7. This agreement shall be binding upon the Parties hereto and their successors and assigns, and this Agreement, and rights and duties contained herein, shall not be assigned or delegated by any Party without prior written consent of all other Parties to this Agreement.

8. All Parties involved have agreed that an electronic signature is acceptable in lieu of an original signature.

IN WITNESS WHEREOF, the Fire Protection District Boards and Municipalities hereto, through their undersigned authorized representatives, have executed this Intergovernmental Agreement for Mutual Aid between Fire Departments as indicated herein below:

ALAMOSA COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

CITY OF ALAMOSA FIRE DEPARTMENT

Signature, title, and date

CENTER FIRE PROTECTION DISTRICT

Signature, title, and date

CENTRAL CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

COSTILLA COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

DEL NORTE FIRE PROTECTION DISTRICT

Signature, title, and date

MINERAL COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

MONTE VISTA FIRE PROTECTION DISTRICT

Signature, title, and date

NORTHERN SAGUACHE COUNTY FIRE PROTECTION DISTRICT

Signature, title, and date

NORTHEAST CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

NORTHWEST CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

SOUTH CONEJOS FIRE PROTECTION DISTRICT

Signature, title, and date

SOUTH FORK FIRE PROTECTION DISTRICT

Signature, title, and date