

AUTOMATIC AID AND MUTUAL AID AGREEMENT

THIS AUTOMATIC AID AND MUTUAL AID AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__ by and between the **SOUTH METRO FIRE RESCUE AUTHORITY** ("South Metro") and the **CITY OF LITTLETON, COLORADO** ("Littleton"), known collectively as the "Parties" and each individually as a "Party."

WHEREAS, South Metro provides fire service within the legal boundaries of South Metro Fire Rescue and the Parker Fire Protection District within Arapahoe and Douglas Counties (referred to as the "service area" of South Metro);

WHEREAS, Littleton provides fire service within the legal boundaries of the City of Littleton, and, pursuant to intergovernmental agreements, within the Littleton Fire Protection District and the Highlands Ranch Metro District (referred to as the "service area" of Littleton);

WHEREAS, each of the Parties hereto maintains emergency equipment;

WHEREAS, emergencies may arise in one of the service areas of the Parties resulting in demands greater than the personnel and equipment of that Party can handle; and

WHEREAS, it is in the best interest of each of the Parties that they have service from the other Party to aid and assist them to fight fires or respond to other emergencies.

NOW THEREFORE, in consideration of the promises hereafter set forth, the Parties agree as follows:

I. MUTUAL AID - FIRE RELATED RESPONSES AND MEDICAL RESPONSES

A. If fires or other emergencies (including medical incidents and specialty incidents, i.e.: Dive, Haz-Mat or Wildland) occur in the service area of Littleton, beyond the control of Littleton, whether because of its equipment being at other places or because of the intensity of the emergency, or otherwise, South Metro shall aid and assist Littleton, subject to the limitations set forth herein. Such aid shall consist of causing and permitting its fire department and its equipment to be used in responding to emergencies or move-ups in the service area of Littleton. The need for such aid and assistance shall be determined by Littleton. Notwithstanding anything herein to the contrary, South Metro shall be excused from making its equipment and services available to Littleton due to need for such equipment and/or personnel within the service area of South Metro, prior use at any other place, equipment mechanical breakdown, or otherwise. The determination as to availability shall be made by South Metro and shall be conclusive.

B. If fires or other emergencies (including medical incidents and specialty incidents, i.e.: Dive, Haz-Mat or Wildland) occur in the service area of South Metro beyond the control of South Metro, whether because of its equipment being at other places or because of the intensity of the emergency, or otherwise, Littleton shall aid and assist South Metro, subject to the limitations set forth herein. Such aid shall consist of causing and permitting its fire department

and its equipment to be used in responding to emergencies or move-ups in the service area of South Metro. The need for such aid and assistance shall be determined by South Metro. Notwithstanding anything herein to the contrary, Littleton shall be excused from making its equipment and services available to South Metro due to need for such equipment and/or personnel within the service area of Littleton, prior use at any other place, equipment mechanical breakdown, or otherwise. The determination as to availability shall be made by Littleton and shall be conclusive.

C. Each Party shall maintain its equipment and organize its emergency response procedures with both personnel and equipment to the degree necessary to handle ordinary and routine emergencies arising within its service area. Neither Party shall be expected to respond to emergency calls when the emergency arises due to a failure to organize personnel or maintain equipment in proper working order and sufficient quantity to meet the respective demands within its service areas.

D. Responses for mutual aid for fire related responses shall include structure fires, vehicle fires and fire alarms, but shall not include calls for public assistance.

II. AUTOMATIC AID – FIRE RELATED RESPONSES

A. When appropriate, South Metro units will respond into Littleton's service area as part of the initial response through automatic dispatching, using the Automatic Aid Dispatch Procedures (the "Procedures") attached as Exhibit A. If the appropriate South Metro fire units are previously committed to other incidents, or are otherwise unavailable, South Metro will immediately notify Littleton's dispatch center of the inability to respond so Littleton may call in alternative units.

B. When appropriate, Littleton units will respond into South Metro's service area as part of the initial response through automatic dispatching, using the Procedures. If the appropriate Littleton fire units are previously committed to other incidents, or are otherwise unavailable, Littleton will immediately notify South Metro's dispatch center of the inability to respond so South Metro may call in alternative units.

C. Responses for automatic aid for fire related responses shall include structure fires, vehicle fires and fire alarms, but shall not include calls for public assistance.

D. Both parties agree that all automatic aid response will only be provided and dispatched by the requesting agency if the resources available are within each agency's established "Drawdown Levels," which are defined in Exhibit C. If the agency providing aid is below its established drawdown levels, the requesting agency must use the mutual aid procedure outlined in Section I. Both parties agree that changes to "Drawdown Levels" will be communicated in writing, in accordance with Section V(5) hereof, prior to any such change, without the need to amend Exhibit C of this Agreement.

III. AUTOMATIC AID – MEDICAL RESPONSES

A. When appropriate, a South Metro Advanced Life Support (ALS) unit will respond into Littleton's service area as part of the initial response through automatic aid dispatching, using the Procedures. The service areas identified for automatic aid response shall be limited to the shaded area shown on Exhibit B (the "Boundaries"), which extends approximately 1/2 mile within the shared border of the Parties, but excludes the area around South Metro's Station 40, as identified on Exhibit B (the "SW Border"). Incidents occurring along the SW Border and outside the Boundaries will be requested using the mutual aid procedure defined in Section I.

B. When appropriate, a Littleton ALS unit will respond into South Metro's service area as part of the initial response through automatic aid dispatching, using the Procedures. The service area identified for automatic aid response shall be limited to the Boundaries with the exceptions of the SW Border. Incidents occurring along the SW Border and outside the Boundaries will be requested using the mutual aid procedure defined in Section I.

C. Responses for automatic aid or mutual aid for medical responses shall include urgent or life threatening calls (Charlie, Delta & Echo) for medical assistance, unless the communications center responsible for dispatch cannot prioritize medical calls, then all calls would be appropriate responses for automatic or mutual aid.

D. Each Party shall have the right to bill and seek compensation or reimbursement from 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.

IV. SUPERSEDING EFFECT OF THIS AGREEMENT

This Agreement shall supersede any prior agreements between the Parties hereto related to mutual and automatic aid.

V. OTHER PROVISIONS

A. In conformance with Article X, Section 20 of the Constitution of the State of Colorado, this Agreement shall be valid from its execution until December 31, 2015, and shall be automatically renewed at the end of each calendar year thereafter unless either Party gives written notice to the other of its intent not to renew at least thirty (30) days prior to December 31st of any calendar year. In addition, either Party hereto may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party.

B. In the event that either Party defaults in the performance of any of its obligations under this Agreement, and such default is not cured within five (5) days after written notice is given to the defaulting Party specifying the default, then the non-defaulting Party may terminate this Agreement immediately upon written notice.

C. The Parties agree that the services to be provided hereunder to each other are of equal value. All automatic and mutual aid rendered under this Agreement shall be without charge to any Party. Each Party shall remain responsible for the payment of salary, wages, or

other compensation or reimbursement of its own personnel utilized in an automatic 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 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 or mutual aid incident.

D. Nothing in this agreement shall be construed as conferring an enforceable right or benefit to any third Party or as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, either Party under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

E. Pursuant to C.R.S. § 29-5-109, any firefighter of a responding Party performing services within the boundaries of the requesting Party shall remain covered by, and eligible for, workmen's compensation and firefighter's pension benefits (including disability, death, and survivor benefits), as such individual would otherwise be entitled if performing services within the boundaries of the responding Party.

F. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed delivered when received or, if earlier, and regardless whether received or not, three days after deposit in the United States Mail, first class, postage prepaid, registered or certified addressed as follows:

South Metro

Littleton

City of Littleton
Fire Chief
2255 W. Berry Avenue
Littleton, Colorado 80120

with a copy to:
City Attorney
2255 W. Berry Avenue
Littleton, Colorado 80120

IN WITNESS WHEREOF, the Parties have executed this Agreement.

ATTEST:

SOUTH METRO FIRE RESCUE AUTHORITY

By: _____

By: _____

ATTEST:

CITY OF LITTLETON

By: _____

By: _____

APPROVED AS TO FORM:

Metropolitan Area Communications Center Authority ("MetCom"), as the dispatching agency for South Metro Fire Rescue Authority, has reviewed this Agreement, including the attached Automatic Aid Dispatch Procedures, and agrees to comply with the same. MetCom further understands and agrees that failure to comply with this Agreement or the Automatic Aid Dispatch Procedures shall be an event of default by South Metro Fire Rescue Authority under this Agreement.

ATTEST:

METROPOLITAN AREA COMMUNICATIONS
CENTER AUTHORITY

By: _____

By: _____