

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

THIS AGREEMENT made by and between the following parties:

Arvada Fire Protection District, a special district (“Arvada”);  
Aurora Fire Department, a municipal corporation (“Aurora”);  
Bennett Fire Protection District, a special district (“Bennett”);  
Boulder Fire Department, a municipal corporation (“Boulder”);  
Boulder Rural Fire Protection District, a special district (“Boulder Rural”);  
Town of Castle Rock, a municipal corporation (“Castle Rock”);  
Cunningham Fire Protection District, a special district (“Cunningham”);  
Denver Fire Department, a municipal corporation (“Denver”);  
Edgewater Fire Department, a municipal corporation (“Edgewater”);  
Elizabeth Fire Protection District, a special district (“Elizabeth”);  
Elk Creek Fire Protection District, a special district (“Elk Creek”);  
City of Englewood, a municipal corporation (“Englewood”);  
Evergreen Fire Protection District, a special district (“Evergreen”);  
Fairmount Fire Protection District, a special district (“Fairmount”);  
City of Federal Heights Fire Department, a municipal corporation (“Federal Heights”);  
Foothills Fire Protection District, a special district (“Foothills”);  
Franktown Fire Protection District, a special district (“Franktown”);  
Frederick – Firestone Fire Protection District, a special district (“Frederick”);  
Genesee Fire Protection District, a special district (“Genesee”);  
Glendale Fire Department, a municipal corporation (“Glendale”);  
Golden Fire Department, a municipal corporation (“Golden”);  
Greater Brighton Fire Protection District, a special district (“Brighton”);  
Intercanyon Fire/Rescue, a special district (“Intercanyon”);  
Jackson #105 Fire Protection District, a special district (“Jackson 105”);  
Lakeside Fire Department, a municipal corporation (“Lakeside”);  
Larkspur Fire Protection District, a special district (“Larkspur”);  
City of Littleton, a municipal corporation (“Littleton”);  
Louisville Fire Protection District, a special district (“Louisville”);  
Loveland Fire and Rescue Department, a special district (“Loveland”);  
Mountain View Fire Protection District, a special district (“Mountain View”);  
North Fork Fire Protection District, a special district (“North Fork”);  
North Metro Fire Rescue District, a special district (“North Metro”);  
North Washington Fire Protection District, a special district (“North Washington”);  
Parker Fire Protection District, a special district (“Parker”);  
Poudre Fire Authority, a special district (“Poudre”);  
Rocky Mountain Fire District, a special district (“Rocky Mountain”);  
Sable Altura Fire Department, a special district (“Sable Altura”);  
Sheridan Fire Department, a municipal corporation (“Sheridan”);  
Skyline Fire Protection District, a special district (“Skyline”);  
South Adams County Fire Protection District, a special district (“South Adams”);

South Metro Fire Rescue, a special district (“South Metro”);  
Southwest Adams County Fire District #2, a special district (Southwest Adams”);  
Tri-Lakes Fire Protection District, a special district (“Tri-Lakes”);  
Trumbull Volunteer Fire Department, a special district (“Trumbull”);  
West Douglas Fire Protection District, a special district (“West Douglas”);  
West Metro Fire Protection District, a special district (“West Metro”);  
City of Westminster, a municipal corporation (“Westminster”);  
Wheat Ridge Fire Protection District, a special district (“Wheat Ridge”);

WITNESSETH THAT:

WHEREAS, intergovernmental 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.; 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 they 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.

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

1. Provisions of Article 5, Title 29, Colorado Revised Statutes, as amended, are incorporated herein by this reference. These statutory provisions 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 an 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 that there are fires or other emergencies in the territory served by one party which are beyond the control of the fire suppression or emergency service of that party; whether because of use of its equipment at other places, or because of the intensity of the emergency or otherwise, each agrees, subject to the limitations herein set forth, to aid and assist each of the others, by causing and permitting its fire suppression or emergency service 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 party 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 others, in the event of the preexisting or contemporaneous need of the emergency equipment or the personnel of such party within the territorial area of such party or any other party, or their prior use at any other place, or in the event that the terms of Article 7 apply, which decision of availability shall be made by the party 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 hereunder 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, and such response shall require no further approval by responsible officials of any party, unless this Agreement is later modified through an Amendatory Agreement to require same.
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 (as measured from the time of dispatch for request of mutual aid) will be twelve (12) hours unless extended by an additional agreement between parties.

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 the party is organized. No party shall expect any of the others to respond to emergency calls where the emergency arises due to a failure of the requesting party to organize available personnel or maintain equipment in reasonably proper working order and in sufficient quantity to meet the respective demands of the persons and property within the requesting party's jurisdiction.
8. Each party agrees to allow any other municipal or quasi-municipal fire suppression agency 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 accident.
10. Nothing contained in this Agreement, and no 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 as structured in C.R.S. §29-5-109.
11. It is understood and agreed by the 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. 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.
14. 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 or entity on such Agreement. It is the express intention of the named parties that any person or entity other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
15. Any party hereto may terminate its participation in this Agreement with or without cause upon thirty (30) days prior written notice to each of the other parties.
16. This Agreement shall be executed in forty-eight (48) counterparts, each of which shall be deemed to be an original of this agreement.

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ARVADA FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

WEST METRO FIRE RESCUE

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

SOUTH METRO FIRE RESCUE

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

CUNNINGHAM FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

EDGEWATER FIRE DEPARTMENT

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

CITY OF ENGLEWOOD

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Director,  
Safety Services

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

GLENDALE FIRE DEPARTMENT

BY: \_\_\_\_\_, City Manager

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

NORTH WASHINGTON FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

PARKER FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Chair Person

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

SHERIDAN FIRE DEPARTMENT

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

SKYLINE FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT #4

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

SOUTH WEST ADAMS COUNTY FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

WHEATRIDGE FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

CITY AND COUNTY OF DENVER

ATTEST:

CITY AND COUNTY OF DENVER

\_\_\_\_\_  
....., Clerk and Recorder,  
City and County of Denver

By: \_\_\_\_\_  
Mayor Wellington Webb

RECOMMENDED AND APPROVED:

By: \_\_\_\_\_  
Ari Zavaras, Manager of Safety

By: \_\_\_\_\_  
Roderick A. Juniel, Chief of Department

APPROVED AS TO FORM:

....., Attorney  
for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Don Mares, Auditor  
Contract Control No. XC-83014

AURORA FIRE DEPARTMENT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

GOLDEN FIRE DEPARTMENT

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

FAIRMOUNT FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

BOULDER FIRE DEPARTMENT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

TOWN OF CASTLE ROCK

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Town Attorney

CITY OF FEDERAL HEIGHTS FIRE DEPARTMENT

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

GENESEE FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

GREATER BRIGHTON FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

JACKSON #105 FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

LITTLETON FIRE RESCUE

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

CITY OF LITTLETON

“CITY”

CITY OF LITTLETON

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Susan Thornton, Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

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Brad Bailey, Asst. City Attorney

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Fire Chief  
City of Littleton

ATTEST:

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Deputy City Clerk

NORTH METRO FIRE RESCUE DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

CITY OF WESTMINSTER

BY: \_\_\_\_\_, City Manager

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

BOULDER RURAL FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

ELIZABETH FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

EVERGREEN FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

FREDERICK – FIRESTONE FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

TRI-LAKES FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

INTERCANYON FIRE/RESCUE

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

LOVELAND FIRE AND RESCUE DEPARTMENT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

LAKESIDE FIRE DEPARTMENT

BY: \_\_\_\_\_, Mayor

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, City Attorney

CHERRYVALE FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

POUDRE FIRE AUTHORITY

BY: \_\_\_\_\_, Board President

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

BENNETT FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

LARKSPUR FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

ELK CREEK FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

NORTH FORK FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

SABLE ALTURA FIRE DEPARTMENT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

FRANKTOWN FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney

ROCKY MOUNTAIN FIRE DISTRICT

BY: \_\_\_\_\_, Board Chair

AND: \_\_\_\_\_, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_, Board Attorney