

**INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC AID
FOR FIRE PROTECTION AND EMERGENCY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), made and entered into this 14 day of December, 2015, by and between the City of Manitou Springs ("City"), a Colorado home rule municipality, and the Crystal Park Metropolitan District ("District"), a Colorado special district. The City and District may be referred to jointly as "Parties" and separately as "Party."

RECITALS

WHEREAS, the District is a metropolitan district, organized under Title 32, Article 1 of the Colorado Revised Statutes, that provides fire protection and emergency services to citizens and property located within the District through the Crystal Park Volunteer Fire Department;

WHEREAS, the City is a Colorado home rule municipality which has fire department that provides fire protection and emergency services to the citizens of the City through the City of Manitou Springs Fire Department;

WHEREAS, the City and the District desire provide fire protection and emergency services outside their respective jurisdictions pursuant to the terms of this Agreement;

WHEREAS, intergovernmental agreements entered into by the City and the District are authorized by Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-201 *et seq.*;

WHEREAS, each Party has fire stations, emergency response equipment, and personnel which, unless otherwise in use, are available to provide Automatic Aid to certain areas of the other Party.

WHEREAS, the respective configurations of the service areas of City's Fire Department and the District's Fire Department are such that the City, District and their respective citizens would benefit from an agreement between the City and District to automatically respond to specified locations within the other agency's jurisdiction.

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Scope and Purpose

The purpose of this Agreement is to outline the Automatic Aid between the Parties concerning Fire Protection Services, Emergency Medical Services (EMS) and other emergency services within certain portions of the jurisdiction of the other Party identified in this Agreement. This Agreement shall only apply to Fire Protection

Services, EMS, and other emergency service requests by call type and within the identified portions of each Party's jurisdiction as detailed in this Agreement.

2. Definitions

a. Automatic Aid means the automatic dispatch of aid by the Responding Party to a specific alarm type in the jurisdiction of the other Party.

b. EMS Services means responses for the purpose of providing emergency medical treatment and/or transport of a patient to a medical treatment facility.

c. Emergency Service Zones means a sub-area of each Party's jurisdiction in which fire equipment and/or apparatus response prioritization is established for Automatic Aid dispatch purposes.

d. Fire Chief means the Chief of the District or the Fire Chief of the City and/or their respective designees and/or authorized representatives.

e. Fire Protection Services means responses with fire vehicles and apparatus to structural, wildland, or other fires for the purpose of fire suppression, emergency rescue, and hazardous material response.

f. Local Party shall mean the party requesting Automatic Aid.

g. Responding Party shall mean the party responding to the request for emergency services from outside the jurisdiction of the Local Party to render Automatic Aid pursuant to this Agreement.

h. Ride-alongs for the purpose of this agreement shall mean members not of the local jurisdiction, and whose presence is to observe and participate for purposes of gaining knowledge and experience.

3. Areas of Coverage

The areas of Automatic Aid response for each are inclusive of the entirety of both districts and described below;

a. The City will automatically respond to all areas within the jurisdiction of the District.

b. The District will automatically respond to all areas within the jurisdiction of the City.

c. The dispatch priority within each area shall be discussed and modified regularly and as each Party's level of service changes due to annexation, upgrades to facilities or acquisition of equipment.

d. Subject to Section 4, the priority given to responses within each area shall be the same as the priority the Responding Party gives to property located within its own jurisdiction with respect to allocation of fire protection and emergency response equipment and personnel, and the decision as to what equipment and personnel will respond to an incident in the jurisdiction of the Party shall be in the sole discretion of the Responding Party.

4. Types of Alarms for Coverage

The types of alarms for Automatic Aid response for each Party into the jurisdiction of the other Party described as follows:

a. The City will automatically respond to, the following alarm types within the jurisdiction of the District:

1. All fire incidents
2. All smoke investigations
3. All medical emergencies
4. All Hazardous Materials incidents
5. Other incidents as defined by pre-incident planning

b. The District will automatically respond to the following alarm types within the jurisdiction of the City:

1. All fire incidents
2. All smoke investigations
3. All mass causality incidents
4. Other incidents as defined by pre-incident planning

5. Response and Equipment

a. The parties shall comply with their respective standards for response and equipment for Fire Protection Services and EMS Services, as amended from time to time, and as modified and adjusted to meet the Responding Party's then-current budget considerations, and the discretion and judgment of the Responding Party as discussed in Section 4(e).

b. The employees of the Responding Party, while engaged in performing any service, activity, (including training and ride-alongs) or undertaking under the provisions of this Agreement, shall have and retain all rights, privileges and immunity of and be

deemed to be engaged in the service, under the direction and employment of the Responding Party, notwithstanding that services are being performed for the Local Party in accordance with this Agreement. Nothing in this agreement shall be construed to create an employer and employee relationship between a Party and employees or volunteers of the other Party.

c. Nothing in the Agreement shall preclude the Local Party from responding within its own jurisdiction in addition to the automatic response by the Responding Party. If a Local Party responds within its own jurisdiction, its officer present at the incident may assume command and control of the incident and may utilize the services of the Responding Party to the extent deemed necessary by said officer and in accordance with this Agreement.

d. The Responding Party will be released by the Local Party when the services of the Responding Party are no longer required, as determined by the Local Party, or when, the Responding Party, in its sole discretion, determines that its equipment, personnel and other fire protection and emergency response resources are needed to provide services within the Responding Party's jurisdiction.

e. Notwithstanding the statutory allocation of liability set forth in C.R.S. § 29-5-108, the Parties hereby acknowledge and agree that because responsibility and control of its personnel and equipment remains with the Responding Party, liability for any negligence or other tortious acts by the Responding Party, or its agents and employees, while present within the Local Party's jurisdiction for purposes of training and/or ride-alongs, and emergency response, including EMS response, pursuant to this Agreement shall not shift to the Local Party, and, instead, shall remain with the Responding Party. The Parties agree that nothing herein is intended to, nor shall it be construed as constituting a waiver by either Party of the monetary limits of or any rights, immunities, and/or protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as amended, or any other federal or state law.

6. Waiver of Claims

The City and District agree to waive any and all claims against each other for compensation for any performance, loss, damage, personal injury or death as a consequence of this Agreement. Nothing in this Agreement shall be construed to place the agents of the City or District under the employment of the other party.

7. Compensation and Benefits of Members, Employees and Contractors

Each Party remains responsible for all pay, benefits, entitlements, employment decisions, liabilities, legal defense, and worker's compensation liabilities, for its own members, employees, volunteers and contractors.

8. Termination

Subject to the Parties budget and appropriations, this Agreement shall remain in full force and effect for five (5) years from the effective date above until terminated by either Party by written notice thirty (30) days in advance of the effective date of termination. After the initial five year term, if not previously terminated, the Agreement will automatically renew on an annual basis unless terminated by either party with the notice described in this paragraph.

9. Modification of Agreement

This Agreement may be modified or amended by the Parties at any time in writing. Any amendment or modification shall be made in the same manner as each Party's approval of this Agreement.

10. Severability

If any portion of this Agreement is held to be unconstitutional or invalid for any reason, such decision shall not affect the constitutionality or validity of the remaining portions of this Agreement. The City and the District hereby declare that they would have passed this Agreement notwithstanding that any one part may be declared unconstitutional or invalid.

10. Applicable Law

This Agreement is subject to and shall be interpreted under federal law and the law of the state of Colorado, and the Charter, City Code, ordinances, rules and regulations of the City of Manitou Springs, Colorado.

11. Annual Appropriation

This Agreement is subject to the annual appropriation by each Party. Nothing in this Agreement shall be construed to require the appropriation of funds by any governing body.

12. Assignment

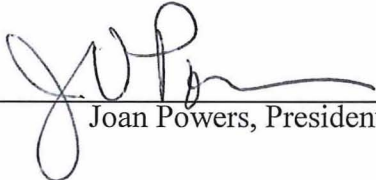
Neither Party shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other, except that this Agreement shall automatically be binding upon the governmental successors of the Parties, including any successor of the District that may be formed as a result of any consolidation(s) or merger(s) of the District or the formation of a Fire Authority.

13. No Third Party Beneficiary

Enforcement of the terms and conditions of this Agreement, and all rights of action relating to this Agreement, 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 person or entity, including, but not limited to, the past, present and future owners and occupants of the Property or any portion of the Property, or any of their successors or assigns. It is the express intention of the Parties that any person or entity, other than the Parties to this Agreement, receiving services or benefits hereunder shall be deemed to be incidental beneficiaries only.

THEREFORE, IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

CRYSTAL PARK METROPOLITAN DISTRICT



Joan Powers, President

CITY OF MANITOU SPRINGS



Mark A. Snyder, Mayor

ATTEST:



Paul D. Welsch, Fire Chief

ATTEST:



Donna J. Kast, City Clerk

APPROVED AS TO FORM:



Jefferson H. Parker, City Attorney