

Mutual Aid Agreement For EMS Protection and HAR Operations

This agreement, entered into this 8th day of FEBRUARY, 2010 by and between the Manitou Springs Fire Department and the Crystal Park Volunteer Fire Department.

Witnesseth That:

Whereas, the respective parties hereto have certain emergency medical, High Angle Rescue (HAR) and special operations equipment and personnel to operate same; and

Whereas, each of the parties hereto recognizes that there exists the possibility that there can be emergencies and certain circumstances wherein said emergency medical, HAR, special operations equipment and personnel, as maintained by each of them individually, may not be adequate to afford full and complete protection to inhabitants within each respective area of operation; and

Whereas, the parties mutually desire hereto that, in the event of such situation as aforesaid, the emergency medical equipment, HAR equipment and personnel of the other parties be made available to them.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the respective parties hereto agree and contract as follows:

1. That in the event any party hereto, because of emergency or unusual circumstances, should require additional emergency medical assistance, HAR assistance or special operations above and beyond that which said party can furnish in its own behalf from its own resources, and as determined by the chief or other appropriate designated authority of said party, then in that event upon the call of said requesting authority to an appropriate designated authority of any of the other parties hereto, such responding party may send medical emergency equipment, HAR equipment and personnel to the location or locations directed by the requesting authority.
2. That the nature and extent of assistance furnished by either party to the other shall be determined on the basis of the prevailing needs of emergency medical, HAR, or special operations assistance in the area of the said responding party. The rendering of assistance under the terms of this agreement shall not be mandatory;

however, the responding party receiving the request of assistance should immediately inform the requesting party by means of oral, wire, fax or hand-delivered communication whether assistance can or cannot be rendered.

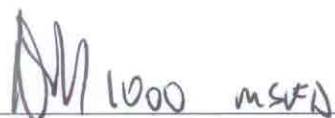
3. The appropriate designated authority of the requesting party shall assume full charge of the operations; however, he may in his discretion request a senior officer of a responding party's emergency medical, HAR, and special operations equipment and personnel shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of the responding party's fire department who shall in turn be under the supervision of the head of the requesting party's fire department.
4. The appropriate designated authorities of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's business forums and activities for guided familiarization tours, consistent with local security requirements and, as is feasible, to jointly conduct inspections, training and drills.
5. That interoperability of apparatus, operational equipment, communication equipment and systems (such as training, records and credentialing) are highly desirable and are to be encouraged at all levels.
6. The appropriate designated authorities of the parties to this agreement are authorized to meet and draft any detailed plans and procedures of operation in addition to those which are agreed hereto and incorporated herein to assure that good faith efforts are utilized to effectively implement this agreement and reduce the risk of loss to all parties to this agreement. Such supplemental plans and procedures of operations shall become effective upon ratification by the appropriate signatory parties.
7. That neither party hereto shall be charged by the other party for services rendered under terms of this agreement.
8. That each of the parties hereto agrees to waive any and all claims against the other party, which may arise out of its activities, including travel, outside its respective jurisdiction under the agreement. Also, each of the parties hereto requesting the service of another party hereto shall defend, indemnify and save harmless such

other responding party from all claims by third parties for property damage or personal injury which may arise out of the activities, including travel, of the parties during such service outside of their respective jurisdictions; provided, however, that a requesting party need not indemnify the party providing assistance if (1) the party providing assistance does not cooperate in defending against claims made by third parties or (2) the third party claims arise out of malicious acts of the party providing assistance. The agreement to indemnify shall in no way be construed to constitute a waiver of any immunity by the requesting party or the responding party, which either might enjoy. And the requesting party shall be able to raise all defenses available to or which might be raised by the responding party.

9. The terms of this agreement shall extend indefinitely, provided, however, that any party hereto may terminate its participation in this agreement, at any time and for whatever reason, by serving upon the other parties hereto a one hundred and eighty (180) day advance written notice to that effect.
10. This agreement shall supersede any and all similar agreements, verbal or written, that may have been previously executed.
11. Unless the context otherwise requires, whenever used in this agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine and neutral gender.

In witness whereof, the parties hereto have caused this Mutual Aid Agreement to be signed by their authorized officers.

Manitou Springs Fire Department



Crystal Park Volunteer Fire Department

