

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of April, 2013, by and between Foothills Fire Protection District, hereinafter referred to as "Foothills", and Highland Rescue Team Ambulance District hereinafter referred to as "Highland" (Foothills and Highland hereinafter being referred to jointly as "Parties" and singularly as "Party"):

### WITNESSETH

WHEREAS, the Foothills Fire Protection District is organized and operated pursuant to the provisions of 32-1-103 (7), C.R.S., to provide fire protection, emergency medical, rescue and hazardous materials services within its jurisdictional boundaries, which are located within Jefferson County, Colorado; and

WHEREAS, the Highland Rescue Team Ambulance District is organized and operated pursuant to the provisions of 32-1-103 (1) C.R.S., to provide emergency medical and ambulance services within its jurisdictional boundaries, which are located within Jefferson County, Colorado; and

WHEREAS, the Parties determine that in the course of an emergency incident, each would benefit from the availability of and sharing of equipment and personnel for the purposes of effectively managing any such incident; and

WHEREAS, the Parties determine that in the event of an emergency incident, each would benefit from having clearly defined roles and responsibilities so as to minimize duplication of services and provide the best possible emergency services to its constituents

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide for the sharing of equipment and personnel of each Party to areas within the jurisdiction of the other Party, as provided herein; and

WHEREAS, establishment of an intergovernmental agreement will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Definitions. The following terms as used in this Agreement are defined as follows:

(a) "Assisting Party" means a Party providing or requested to provide assistance to the Requesting Party within the jurisdictional boundaries of a Requesting Party.

(b) "Requesting Party" means a Party within whose jurisdiction an incident occurs and who is assisted by or has requested assistance of an Assisting Party.

(c) "Medical Emergency" means an actual or reported emergency where the reported need is of emergency medical care or treatment for a non-trauma related illness.

(d) "Ambulance Transport" means the actual or reported emergency or non-emergency where the primary need is of Ambulance Transport to a medical or non-medical facility.

(e) "Rescue" means an actual or reported emergency where the primary need is of rescue services. Such incidents include, but are not limited to structural collapse, search and rescue, rope rescue, water or ice rescue, confined space rescue, and vehicle accidents, extrications or extractions.

(f) "Structure Fire" means an actual or reported emergency where the primary need is the control, containment, extinguishment and mop-up of a fire involving a structure, whether commercial or residential.

(g) "Wildland Fire" means an actual or reported emergency where the primary need is the control, containment, extinguishment and mop-up a fire involving grass, timber, or other natural growth and which may be a threat to structures in the area.

(h) "Hazardous Materials" means an actual or reported emergency where the primary need is the control, containment and/or mitigation of a known or unknown hazardous material.

(i) "Mass Causality Incident" means an actual or reported emergency, which may be the cause of one or more types of emergencies where the primary need is the rapid triage, assessment and transport of the sick or injured.

(j) "Specialized Teams" means any group of members organized and trained to perform a specific emergency function. Such examples include, but are not limited to a rope rescue team or a wildland firefighting team.

(k) "Command Post" means the location identified for all command activities for an emergency incident.

(l) "Stand-By" means that a Party will not respond, but will remain available to respond.

## 2. Responses.

(a) Dispatch and Response. Both Parties will be dispatched to and respond to all incidents within the Foothills jurisdictional boundaries. Foothills will not respond to incidents within other districts, unless so requested by that district. Either Party may decide to "Stand-By" for calls which it is not primarily responsible.

(b) Request for Assistance. In the event of an incident where interagency assistance is needed, the Assisting Party shall provide to the Requesting Party the personnel to operate the apparatus, equipment or to complete certain tasks for which they have been properly trained.

(c) Assisting Party's Discretion. Should any Party have personnel or resources already committed to an emergency incident, either within or without its jurisdiction, or be otherwise unavailable, which in its sole discretion prevents it from providing assistance and also providing an adequate level of service and protection within its own jurisdiction, it shall promptly notify the Requesting Party and shall be released from all or a portion of its responsibilities until its personnel and resources are adequate and available.

(d) Governing Body Authorization. Assistance shall be provided without regard to political boundaries and in full compliance with the terms and conditions of this Agreement. Assistance by any Party as provided herein is hereby approved by the Foothills Fire Chief under the authority granted by the District under 32-1-1002 C.R.S, and by the Highland Ambulance Chief under the authority granted by the District under 32-1-1007 C.R.S. Such responses to specific emergency incidents shall require no further approval by the Agency Chief or governing bodies of any Party.

(e) Pre-Existing Obligations. Nothing herein shall limit the emergency incident duties of any Party within its respective jurisdiction, or any other aid agreements any Party may have with any other Party or entities.

## 3. Incident Command.

Foothills shall be Incident Command of all emergency incidents within its District boundaries. The sole exception to this rule is when a member of Highland is on scene prior to any member of Foothills. In that instance, the Highland member shall serve as an Incident Commander until a member of Foothills arrives, at which time Incident Command shall be transferred to the Foothills member in accordance with ICS.

(a) The general command of an emergency incident, regardless of type, shall be vested in the Incident Commander in accordance with the Incident Command System (ICS). All emergency incident operations and activities shall be coordinated with the Incident Commander. A Command Post will be established. Dispatch and responders will be notified of its location by radio.

(b) At no time shall any Party involved in an incident be expected to operate contrary to standing orders or policies of its own jurisdiction or medical director.

(c) Highland will be responsible for all decisions related to emergency medical care, ambulance transport and ambulance mutual aid. All other operational decisions will remain with the Incident Commander. Once Command is established, all requests, orders and dispatch communications will be handled through the Command Post, as defined by ICS protocols; EXCEPT;

(i) Highland will initiate its own transport communications.

4. Emergency Medical Care.

(a) Emergency medical care and treatment is the responsibility of Highland.

(b) In the event that a Foothills member arrives at a scene requiring medical care, that member will render medical care to their level of certification.

(c) Upon the arrival of a Highland member of an equal or greater level of certification, medical care will be transferred to the Highland member unless otherwise requested by Highland.

5. Ambulance Transport.

(a) Ambulance transport is the responsibility of Highland.

(b) At the request of Highland, a Foothills member may be asked to assist with or provide patient care during transport. The Foothills member will operate under the direction of a senior Highland member and then only within their certified scope of practice.

(c) At the request of Highland, a Foothills member may be asked to move and/or drive an ambulance.

6. Specialized Teams.

(a) Highland and Foothills shall operate and provide services consistent with their respective Service Plan.

(b) There may be joint specialized teams created to address operational needs. Any joint specialized team created shall be by written agreement of the Chiefs of both Foothills and Highland and shall operate under such jointly adopted standard operating procedures as both Chiefs agree. Such jointly adopted standard operating procedures shall be revised, amended and or cancelled upon agreement of both Chiefs.

(c) Highland agrees not to form or maintain any specialized team which provides the same or similar services as those provided by Foothills. Highland may maintain an emergency medical services wildland fire team for the purposes of providing emergency medical services on a wildland fire line. All Highland members of this team are required to have a "red card" and shall not be deployed solely for fire suppression purposes. Members of the team may, at the discretion of an incident commander, engage in suppression activities. This Team or individual members of this team may be deployed outside of the District at the request of a duly authorized incident management team.

(d) Foothills agrees not to form or maintain any specialized team which provides the same or similar services as those provided by Highland.

(e) Participation by Highland in any specialty team formed by Foothills will be at the discretion of Foothills. The maintenance and organization of any such team will be the responsibility of Foothills, unless otherwise directed by Foothills.

(f) Participation by Foothills in any specialty team formed by Highland will be at the discretion of Highland. The maintenance and organization of any such team will be the responsibility of Highland, unless otherwise directed by Highland.

7. Dispatching. The Parties shall notify their respective dispatching entities of this Agreement and the need to dispatch equipment and personnel in accordance with the provisions of this Agreement.

8. Maintenance of Organization. Each Party is expected to maintain its personnel, apparatus, and equipment; and organize its emergency incident response methods so as to be capable of responding adequately to ordinary and recurring emergency incidents arising within its boundaries. No Party shall expect, nor shall any Party be required to respond to emergency incidents for which such Party has failed to adequately organize emergency incident response methods, personnel, apparatus, and equipment to meet ordinary and recurring demands.

9. Compensation and Reimbursement. The Parties agree that the services to be provided hereunder to each other are of equal value. All assistance rendered under this Agreement shall be without charge to any Party.

10. Training and Planning. The Parties shall schedule and provide joint training exercises involving the personnel of the other Parties. The Parties shall attempt to coordinate pre-incident response planning and long-term capital acquisition and improvement to maximize response capabilities and beneficial use of public resources.

11. The parties agree to maintain radio communication capability so that direct communication between officers, members and equipment of Foothills and Highland during an incident or training activity may occur without going through a dispatch center.

12. All parties shall cooperate with each other during and until completion of any emergency incident investigation and shall report all such information to the Requesting Party. Each Party shall be responsible for obtaining the information necessary for completion of its own emergency incident report and shall exchange that information freely with all other Parties present at the emergency incident. Information not subject to HIPAA privacy requirements shall be gathered and made available to the Requesting Party. All protected health information is subject to HIPAA privacy requirements.

13. Additional Actions. The Agency Chiefs of the Parties are directed to take all actions necessary to carry out the terms of this Agreement.

14. Personnel and Equipment.

(a) Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement, or the provision of volunteer benefits, as the case may be, of its own personnel utilized in an incident, and, except as herein provided, all costs associated with use of its own equipment and apparatus

(b) The personnel and equipment of any Party providing assistance shall be insured by the liability, workers' compensation, or other insurance of their own agency.

(c) Each Party shall be responsible for their own consumable equipment and supplies, including fuel, which may be consumed as part of an incident, EXCEPT that, Highland agrees to resupply consumable medical supplies, including oxygen, without charge to Foothills and Foothills agrees to resupply fire extinguishers, without charge, to Highland.

(d) From time to time, each Party (First Party) may decide to loan equipment to the other Party (Second Party). The Second Party assumes full responsibility and liability for any and all damages to the equipment, EXCEPT normal wear and tear. Nothing in this clause shall be construed to require the Second Party to replace equipment that is defective due to age, wear and tear, or manufacturing defect. The Second Party shall return such equipment within thirty (30) days of written notice.

15. Liability to third Persons

(a) 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, volunteers, or employees of the respective parties for purposes of workmen's compensation or other benefits or entitlements, pensions, levels, or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any other purpose, or condition or requirements of membership or employment. Workmen's Compensation Coverage shall be as structured in C.R.S. §29-5-109.

(b) Subject to the provisions of subsection d of this paragraph, each Party assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur as a result, directly or indirectly of such party's performance of this Agreement or as a result of the actions or inactions of such party's agents, employees or volunteers during the performance of this Agreement, EXCEPT;

(i) Highland assumes full responsibility and liability for any and all such injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur while a Foothills member is operating a Highland owned vehicle at the request of Highland in conformance with the provisions of paragraphs 4 and 5 of this Agreement , AND

(ii) Foothills assumes full responsibility and liability for any and all such injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur while a Highland member is operating a Foothills vehicle at the request of Foothills in conformance with the provisions of paragraphs 4 and 5 of this Agreement.

(iii) Each party agrees to require members leaving a privately owned vehicle on scene and desiring to have that vehicle transported to an alternate location have liability insurance which provides coverage for a third party vehicle operator. Each party shall adopt standard operating procedures implementing this requirement. It is the responsibility of each Party to determine when and how its members may move a privately owned vehicle.

(c) To the maximum extent allowed by law, each Party ("First Party") covenants and agrees to indemnify, save and keep each other Party ("Second Party") harmless against all liabilities, judgments, costs, damages and expenses, including court costs and attorney's fees, of and from any and all claims of any kind or nature whatsoever which may in any way arise against the second Party for or on account of personal injuries and damages to real or personal property or to the loss of any property by persons not a Party to this Agreement caused as a result of any act or deed or any failure to act of any volunteer, servant, agent, or employee of the first Party in connection with this Agreement.

(d) Nothing contained in this Agreement shall be construed as a waiver of the protections of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., and the Parties reserve all of their rights under said Act. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

16. Waiver. Each Party waives all claims it may have against the other Party for any damages to real or personal property and for personal injuries or death that occur as a consequence, directly or indirectly, of the performance of this Agreement , except for damages and injuries caused by willful and wanton actions, or intentionally tortuous conduct.

17. No Third-Party Rights. Nothing in this Agreement shall be deemed to create or give rise to any rights, claims or causes of action in any person or entity.

18. Prior Agreements. This Agreement shall supersede all prior agreements regarding assistance by, for and/or between Parties.

19. Effective Date and Term. This Agreement shall become effective immediately between the signatories of this Agreement when all Parties have executed this Agreement. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms unless terminated by written notice, such notice given not less than ninety (90) days prior to the end of the year, unless otherwise agreed by the Parties.

20. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by the Parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

21. Assignment. 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 the other Parties.

22. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the addresses listed by the signatures below.

23. Amendments. This Agreement may be amended only by written document signed by the Parties.

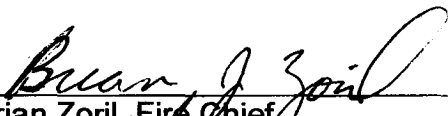
24. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.

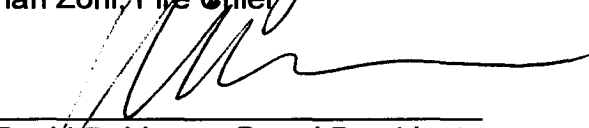
25. Duplicate Originals. This Agreement shall be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

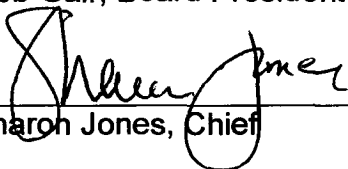
FOOTHILLS FIRE PROTECTION DISTRICT  
28812 Rainbow Hill Road  
Evergreen, CO 80439

By   
Brian Zoril, Fire Chief

By   
David Robinson, Board President

HIGHLAND RESCUE TEAM AMBULANCE  
DISTRICT  
317 South Lookout Mountain Road  
Golden, Colorado

By   
Robb Gair, Board President

By   
Sharon Jones, Chief