

**INTERGOVERNMENTAL AGREEMENT
FOR AUTOMATIC AID BETWEEN CHAFFEE COUNTY FIRE
PROTECTION DISTRICT AND HARTSEL FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement for Automatic Aid ("*Agreement*"), effective this 4th day of March, 2026, is entered into by and between Chaffee County Fire Protection District ("*CCFPD*") and Hartsel Fire Protection District ("*HFPD*"), each a political subdivision of the State of Colorado. HFPD and CCFPD are referred to jointly as the "*Parties*" and individually as a "*Party*."

I. RECITALS

WHEREAS, each Party is authorized by law to provide, and currently provides, fire suppression, emergency rescue and extrication, wildland, emergency medical, and hazardous materials services to the citizens and property within their respective jurisdictional boundaries;

WHEREAS, each Party has areas within its boundaries that would benefit from the other Party automatically providing primary emergency response ("*Responding Party*") to structure fires, wildland fires, smoke reports/unknown fires, motor vehicle accidents with injury or hazards, and hazardous materials incidents (collectively, "*Emergency Incidents*"); and,

WHEREAS, the Parties are authorized by the Colorado Constitution, Article XIV, Section 18, and C.R.S. § 29-1-203 to enter into cooperative agreements to provide to each other any function, service, or facility lawfully authorized to each Party.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

II. AGREEMENT

1. Automatic Aid Areas.

a. HFPD Automatic Aid Area. CCFPD will provide automatic primary response to any Emergency Incident occurring within the portion of HFPD's boundaries commonly known as the Badger Creek Subdivision ("*HFPD Area*");

b. CCFPD Automatic Aid Area. HFPD will provide automatic primary response to any Emergency Incident occurring within the portion of CCFPD's boundaries commonly known as the Trout Creek Meadows Subdivision ("*CCFPD Area*");

c. Jurisdictional Party's Response. The Party receiving the other Party's automatic primary response ("*Receiving Party*") shall also respond to the Emergency Incident; and,

d. Modification of Mutual Aid Areas. Either Party's Fire Chief or their designee (together, the "*Fire Chief*") may at any time mutually agree with the other Party's Fire Chief to modify one or both of the automatic aid areas through a written document signed by both Fire Chiefs, without the need for the Parties to formally amend this Agreement.

2. **Dispatch and Resources.** Each Party is responsible for ensuring that the communications center from which it receives dispatch services is notified of this Agreement and takes the steps necessary to ensure the Party will be automatically dispatched into the automatic aid area for which it has automatic primary aid responsibility. A Responding Party shall, on a case-by-case basis, determine the resources that will be dispatched to the Emergency Incident depending on the type of Emergency Incident and the specific conditions of the Emergency Incident. If a Responding Party does not have the resources necessary to provide an automatic primary response, whether due to mechanical breakdown, its resources already being committed to another emergency, or otherwise, the Responding Party shall immediately notify its communication center and the Receiving Party that it cannot respond. The Parties shall maintain sufficient radio communications equipment with interoperability capabilities to meet their obligations under this Agreement.

3. **Incident Command.**

a. The Party with the first arriving unit to any Emergency Incident shall establish an incident command structure, including designation of an Incident Commander, which is consistent with Standard Operating Guidelines of a nationally accepted Incident Management System ("**Command Structure**"). All responding personnel will operate under the Command Structure and perform all required duties in assigned groups and/or divisions.

b. If it becomes necessary for a Party to transfer control of an Emergency Incident to the other Party, command shall be transferred to the other Party's senior officer at the Emergency Incident. Each Party shall be responsible for completing the reporting process in accordance with that Party's applicable policies or procedures and state or federal requirements.

4. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2026. Thereafter, this Agreement shall automatically renew for successive one-year terms. Either Party may terminate this Agreement for any or no reason upon thirty (30) calendar days prior written notice to the other Party.

5. **Reimbursement and Charges.** The Parties agree that neither Party shall bill the other Party for the automatic primary response it provides under this Agreement. Nothing in this Agreement shall prohibit a Responding Party from imposing charges on third-parties pursuant to an authorizing federal or state law, such as charging a third-party for a hazardous materials response.

6. **Personnel.** Each Party's personnel shall remain that Party's personnel while responding to an Emergency Incident. Under no circumstances shall a Party's personnel be deemed to be employees or volunteers of the other Party.

7. **Responsibility.** Each Party is responsible for the acts and omissions of its personnel during an Emergency Incident.

8. **General Provisions.**

a. This Agreement does not establish any form of joint relationship between the parties. Further, neither Party is an agent of the other Party for any purpose whatsoever. This Agreement provides only for the sharing of in-kind emergency services and resources toward the accomplishment of a common goal.

b. Enforcement of this Agreement, and all rights of action to such enforcement, 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 party. It is the Parties' express intent that any third-party receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

c. This Agreement is not intended, and shall not be construed, as a limitation on or waiver of the rights, privileges, immunities, limitations on damages, benefits, and defenses provided to the Parties and their directors, officers, employees, and volunteers under federal and state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, C.R.S., *et seq.*

d. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party.

e. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties as to the subject matter hereof, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, no matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party. In any civil action or proceeding arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing on any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

[Signature Page Immediately Follows]

WHEREFORE, the Parties have entered into this Agreement.

Chaffee County Fire Protection District

By: _____
Stuart Langrehr, Board President

Attest:

By: _____
Erynn Hickins, Secretary to the Board

Hartsel Fire Protection District

By: _____
Cynthia McArthur, Board President

Attest:

By: _____
Linda Starr Agreement, Board Secretary