

**MUTUAL AID AGREEMENT  
FOR  
EMERGENCY SERVICES**

**THIS AGREEMENT** made and entered into this 25<sup>th</sup> day of June, 2012, by and between the Emergency Services Agencies representing, **BACA, BENT, CROWLEY, KIOWA, OTERO and PROWERS** Counties.

**WITNESSETH THAT:**

**WHEREAS**, the agencies hereto maintain paid and/or volunteer emergency services, together with personnel and equipment; and

**WHEREAS**, it is, and will continue to be to the mutual benefit of each of the agencies, to assist the other when necessary in providing additional emergency equipment and personnel for the purpose of delivering emergency services within the boundaries of the other agency, and in turn to receive such assistance; and

**NOW THEREFORE**, in consideration of the premises and mutual covenants, performances and agreements hereafter set forth, it is mutually understood and agreed between the agencies as follows:

**DEFINITIONS:**

**“Emergency Service Agencies”** means any Organization, Department, Special District, Municipality, and/or County that would provide one or all of the following services: Fire Protection, Ambulance Service and Hazardous Material Incident Response.

**“Answering Agency”** means the agency responding to a request within the boundaries of the Requesting Agency.

**“Requesting Agency”** means the agency asking for aid under this agreement.

**“Coordinator”** means the person responsible for the respective agency or his/her and authorized representative.

**MUTUAL ASSISTANCE AND AID:** Each party hereto agrees to respond to requests for assistance from the other party. The Coordinator of the Answering Agency will determine what personnel and equipment will be sent in each particular situation.

Any request for aid shall include a clear statement of the amount and type of equipment and personnel requested and shall specify the location to which the Answering Agency must respond and check in.

**RESPONSE:** Each party agrees to respond to calls within the jurisdiction of the other without charge other than as noted below:

Food and Fuel

Upon arrival at the scene of the requesting agency, the answering agency must report to the on-scene coordinator in-charge, to be dispatched as needed.

The answering agency shall be under the immediate supervision and control of the coordinator of the requesting agency.

The answering agency will be released by the requesting agency when the services of the answering agency are no longer needed or when the answering agency is needed within the area for which it normally provides emergency public services.

**RESPONSIBILITY/LIABILITY re: PERSONNEL AND EQUIPMENT:** Each separate party shall assume full and complete responsibility and liability for its own personnel and equipment during any and all response incidents.

**IMMUNITY:** The personnel and equipment of each of the agencies, while engaged in performing any mutual aid service, activity 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 service and employment of such agency, notwithstanding that such mutual aid service is being performed in or for that other agency.

**WAIVER:** Each agency waives all claims against the other agency for compensation for any loss, damage, personal injury or death sustained by personnel, which occurs as a consequence of the performance of this agreement.

**EFFECTIVE DATE /TERMINATION:** This agreement shall become effective upon the approval and signature by the authorized representatives of the agencies hereto and shall continue until such time as any or all of the agencies gives sixty days advance written notice to the other agencies of the intention to terminate this agreement.

**NON-ASSIGNABILITY:** This agreement shall be non-assignable by any of the parties without the express written consent of all of the other parties.

**INTERPRETATION/ENFORCEMENT:** This agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado.

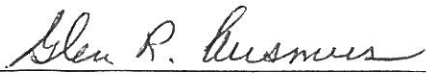
**MODIFICATION:** No change or modification of this agreement shall be valid unless the same is in writing and signed by all of the parties hereto.

Attachment A: Equipment lists for each County

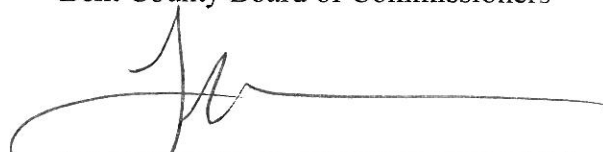
Attachment B: Contact lists for each County


**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

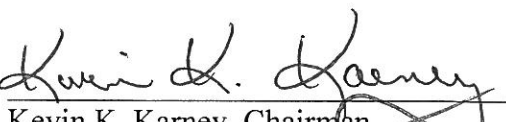
Adopted this 25<sup>th</sup> day of June, 2012.

  
Glen R. "Spike" Ausmus, Chairman  
Baca County Board of Commissioners

  
Bill Long, Chairman  
Bent County Board of Commissioners

  
T.E. (Tobe) Allumbaugh, Chairman  
Crowley County Board of Commissioners

  
Richard Scott, Chairman  
Kiowa County Board of Commissioners

  
Kevin K. Karney, Chairman  
Otero County Board of Commissioners

  
~~Gene Millbrand~~, Chairman, JOE D. MARBLE  
Prowers County Board of Commissioners