

**RESOLUTION NO. 2038**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
AUTHORIZING THE MAYOR TO SIGN AN  
INTERGOVERNMENTAL AGREEMENT FOR ENHANCED  
MUTUAL AID BETWEEN THE CITY OF GOLDEN AND THE  
PLEASANT VIEW METROPOLITAN DISTRICT**

WHEREAS, Golden and Pleasant View are neighboring jurisdictions, that currently maintain and operate fire departments operating comprehensive fire suppression, fire prevention, emergency medical services and other services incidental to the protection of persons and properties within the jurisdictions; and

WHEREAS, emergencies may arise in one or the other of the jurisdictions resulting in greater demands or intensity that the manpower or equipment of either party can separately handle; and

WHEREAS, it is the desire of both parties that they enter into agreements to ensure that each can provide adequate response to any emergency situation within their jurisdiction; and

WHEREAS, intergovernmental agreements to provide the sharing of functions and services are specifically authorized by C.R.S. Section 29-1-203, and Golden's home rule charter; and

WHEREAS, Golden and Pleasant View have determined that it is in the best interests of both parties to enter into this Agreement.

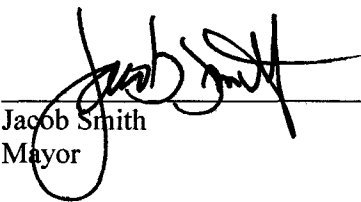
THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. It is in the best interest of the City of Golden and the Pleasant View Metropolitan District to have an enhanced mutual aid agreement with fire departments.

Section 2. Enhanced Mutual Aid shall apply to all incidents requiring the need of a fire department including but not limited to, structure fires in residential, commercial, industrial and recreational properties, reported hazardous materials incidents and smoke or odor investigations in a structure, motor vehicle fires and crashes (with or without injuries) and any other emergency response incident where the first responder requests Enhanced Mutual Aid from the other party.

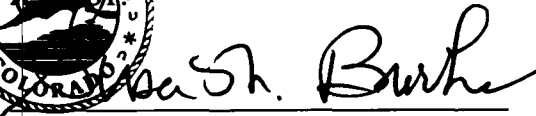
Section 3. The Mayor is authorized to sign the attached mutual aid agreement with the Pleasant View Metropolitan District and the City of Golden.

Adopted this 25<sup>th</sup> day of February, 2010.


  
\_\_\_\_\_  
Jacob Smith  
Mayor

Resolution No. 2038



  
Susan M. Brooks, MMC  
City Clerk

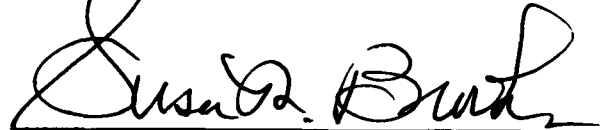
APPROVED AS TO FORM:

  
David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 25th day of February, A.D., 2010.



ATTEST:

  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

**AGREEMENT FOR ENHANCED MUTUAL AID BETWEEN THE CITY OF GOLDEN  
AND THE PLEASANT VIEW METROPOLITAN DISTRICT**

This Agreement is made and entered into this 1st day of March, 2010, by and between the City of Golden, a Colorado home rule municipality ("Golden") and Pleasant View Metropolitan District, a Colorado special district ("Pleasant View").

**RECITALS**

WHEREAS, Golden and Pleasant View are neighboring jurisdictions that currently maintain and operate fire departments providing comprehensive fire suppression, fire prevention, emergency medical services and other services incidental to the protection of persons and properties within their jurisdictions; and

WHEREAS, emergencies may arise in one or the other of the jurisdictions resulting in greater demands or intensity than the manpower or equipment of either party can separately handle; and

WHEREAS, it is the desire of both parties that they enter into agreements to ensure that each can provide adequate respond to any emergency situation within their jurisdiction; and

WHEREAS, intergovernmental agreements to provide the sharing of functions and services are specifically authorized by C.R.S. Section 29-1-203, and Golden's home rule charter; and

WHEREAS, Golden and Pleasant View have determined that it is in the best interests of both parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of Golden and Pleasant View as regards to each party's provision of fire department enhanced mutual aid services.
2. **Definition.** Enhanced Mutual Aid occurs where agencies acknowledge that each has primary responsibility to their own jurisdiction but may or may not have the capability to provide mutual aid to the other at the time of the request.
3. **Enhanced Mutual Aid Response Area.** Enhanced Mutual Aid shall apply to all incidents requiring the need of a fire department including but not limited to, structure fires in residential, commercial, industrial and recreational properties, reported hazardous materials incidents and smoke or odor investigations in a structure, motor vehicle fires and crashes (with or without injuries) and any other emergency response incident (singularly, an "Emergency Incident," or collectively, "Emergency Incidents") where the first responder requests Enhanced Mutual Aid from the other party. The Enhanced Mutual Aid applies to all Emergency Incidents received by the Golden Communications Center or the Pleasant View Dispatch Center, operated by the Jefferson County Sheriff's Office, for locations within the jurisdiction of Golden or Pleasant View.
4. **Personnel and Equipment.** The Golden Fire Chief and the Pleasant View Fire Chief shall establish a response plan regarding the deployment of personnel and equipment to Emergency Incidents under this Agreement. Responses shall be documented within both departments' Standard Operating Guidelines. Any other required personnel and/or equipment will be determined by the Incident Commander in his/her sole discretion.
5. **Incident Command.** The first arriving unit on any Emergency Incident will establish an incident command structure, including designation of an Incident Commander that is consistent with Standard Operating

Guidelines of a nationally accepted Incident Management System. All responding personnel will operate under the command structure and perform all required duties in assigned groups and/or divisions.

If it becomes necessary to transfer incident command during an incident, command shall be transferred to the senior officer of the department having jurisdiction within the response area. Each agency shall be responsible for completion of the reporting process in accordance with their department's Standard Operating Guidelines.

6. Radio Communications. The Golden Fire Department and Pleasant View Fire Department operate on an 800 MHz radio system with compatible radio channels. The radio channel for any Emergency Incident will be based upon the location of the incident. If the incident is located within Golden, Golden Fire Channel 1 will be utilized. If the incident occurs within Pleasant View, Jefferson County Fire Southeast Channel will be utilized unless at the discretion of the Incident Commander he or she selects to utilize another tactical channel. Both departments will follow established radio protocols.

7. Interdepartmental Training – Cooperation. The parties, through their respective fire chiefs, agree to create a schedule for joint training exercises between the stations most likely to provide services within the first quarter this Agreement is in effect. The parties, through their respective fire chiefs, agree to periodically meet to review procedures, equipment and operations. At a minimum joint training shall be completed on a quarterly basis.

Golden and Pleasant View agree to cooperate in a semi-annual evaluation of this Agreement in order to ensure that terms of the Agreement are providing an efficient enhancement of both parties' ability to protect lives and property. The parties agree to work diligently and cooperatively to correct any deficiencies noted in these meetings to deliver best service to each agency within the means of each party.

8. Liability. Each party to this Agreement shall be an independent contractor, and neither party nor such party's agents, officers, officials, and employees shall be deemed to be an agent of the other party. Each party, to the extent permitted by law, waives all claims and causes of action against the other party for compensation, damages, personal injury or death that may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Golden and Pleasant View are each responsible for their own negligence and that of their agents, officers, officials and employees to the extent provided in the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. ("CGIA") as amended from time to time. Nothing in this Agreement shall be construed as a waiver of immunity or other liability limitations or protections provided by the CGIA or otherwise available at law, or as an assumption of any duty for the benefit of any third party.

9. Agreement as Complete Integration/Amendments/Exceptions. This Agreement with the exception of the Denver Metro Mutual Aid and Jefferson County Intergovernmental Mutual Aid Agreement of which Golden and Pleasant View are parties to, is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement, expressly superseding any and all prior agreements pertaining to provision of services by one party within the other party's jurisdiction. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement property executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors or assigns.

10. Appropriations. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this Agreement shall extend only to monies duly appropriated by each party for the purposes of this Agreement. Neither Golden nor Pleasant View intends by this Agreement to irrevocably pledge present reserves for payment or services in future fiscal years, and this Agreement is not intended to create multiple fiscal year direct or indirect debt or financial obligation of either Golden or Pleasant View.

11. Term and Termination. Either party may terminate its participation in this Agreement with or without cause by providing the other one hundred twenty (120) days prior written notice.

12. Notices. Any notice, demand, or request pursuant to this Agreement shall be mailed or personally served to the parties at the following addresses:

City of Golden  
Golden Fire Department  
Fire Chief  
911 10<sup>th</sup> Street  
Golden, CO 80401

Pleasant View Metropolitan District  
President, Board of Directors  
955 Moss Street  
Golden, CO 80401

13. Costs. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursement under the following paragraph herein below, from time to time, and as otherwise available at law.

Each party agrees that, for each call occurring within its jurisdiction for which it has requested or received Enhanced Mutual Aid, it will reasonably pursue any and all legal reimbursement possible, pursuant to state or federal laws, including but not limited to reimbursement for hazardous materials incidents occurring within its jurisdiction on behalf of all parties responding, and upon receipt of full or partial payment by the responsible entity, will distribute the reimbursement received in a fair and equitable manner to assisting parties based on their relative documented expenses for the involved accident.

14. General Conditions.

- 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, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods or categories, or for any purpose, or condition, or requirement of employment.
- b. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such agreement. It is the express intention of the named parties that any person or entity other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- d. The parties are not obligated or liable under this Agreement to any party other than the signatories hereto. Each party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits obligations or duties under this Agreement except upon prior written consent and approval of the other party, which consent or approval may be withheld in the absolute discretion of such other party; and, in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between any party and such assign or subcontractor, and the assigning or subcontracting party shall remain fully responsible to the other party according to the terms of this Agreement.
- e. This Agreement may be executed in counterparts, each of which shall be deemed an original of this Agreement.

WHEREFORE, the parties hereto have entered into this Agreement as of the date, month and year set forth hereinabove.

THE CITY OF GOLDEN

PLEASANT VIEW METROPOLITAN  
DISTRICT

By: 

Jacob Smith, Mayor

By: \_\_\_\_\_

Gerri Lewis  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Susan M. Brooks, MMC, City Clerk

\_\_\_\_\_  
Adrian Waller, Secretary/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
David S. Williamson, City Attorney

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received by the Golden Communications Center or the Pleasant View Dispatch Center, operated by the Jefferson County Sheriff's Office, for locations within the jurisdiction of Golden or Pleasant View.

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955 Moss Street  
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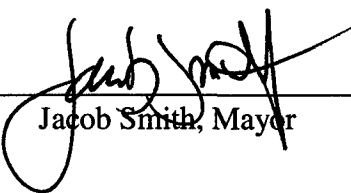
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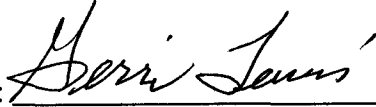
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- b. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
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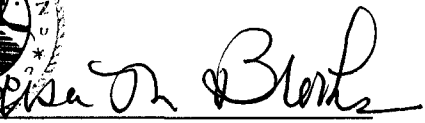
THE CITY OF GOLDEN

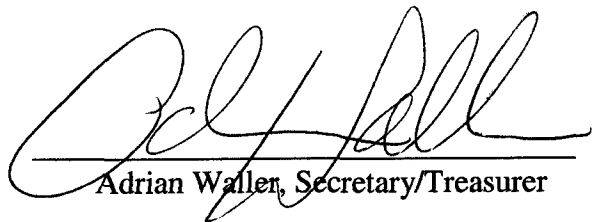
By:   
Jacob Smith, Mayor

PLEASANT VIEW METROPOLITAN DISTRICT

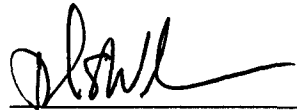
By:   
Gerri Lewis  
President of the Board of Directors



  
Susan M. Brooks, MMC, City Clerk

  
Adrian Waller, Secretary/Treasurer

APPROVED AS TO FORM:

  
David S. Williamson, City Attorney

**ENHANCED MUTUAL AID AGREEMENT BETWEEN THE CITY OF GOLDEN AND  
THE PLEASANT VIEW METROPOLITAN DISTRICT**

**AUTOMATIC AID CALLS:**

1. **Structure Fire in any type of structure**
2. **I-70 vehicle fire and auto accidents**
3. **Hazardous Material or Smoke Odor (Natural Gas, etc.) inside a structure (same as structure fire)**
4. **Other calls as the discretion of the ranking officer within the particular jurisdiction**

**EXCLUDED CALLS FROM AUTOMATIC AID:**

1. **Non-structure type fires (brush, dumpster, trash, fuel containment, power lines, vehicle fires not on I-70, etc.)**
2. **Fire Alarms/Carbon Monoxide Alarms in a structure**
3. **EMS Medical (medical emergencies, auto accidents not on I-70)**
4. **Hazardous Material or Smoke Odor Investigation outside of a structure**
5. **Public Assistance (Power lines, water evacuations, lock outs, etc.)**

**SUGGESTED TYPES OF APPARATUS RESPONSE FROM THE AIDING DEPARTMENT**

1. **Structure Fire: 1-Engine Co., 1 Truck Co., 1-Chief Officer**
2. **I-70 Vehicle Fire: 1-Engine Co., Chief Officer response is discretionary**
3. **I-70 Vehicle Accident: 1-Apparatus with Extrication Equipment (Golden-Heavy Rescue and Pleasant View-Engine Co.), 1-Chief Officer**
4. **Hazardous Material inside a structure (natural gas, etc.): Same as Structure Fire**

**RECOMMENDED APPARATUS STAFFING BY AIDING DEPARTMENT**

1. **Strive to have three to four fire personnel on each aiding apparatus with the exception of Chief Officers. At no time shall any aiding apparatus respond with less than two fire personnel. Two person responses should be the exception and not a consistent response.**

**TYPE OF APPARATUS RESPONSE FROM THE DEPARTMENT HAVING JURISDICTION**

1. **This shall be determined by either Golden Fire or Pleasant View Fire Standard Operating Guidelines.**