

AGREEMENT FOR AUTOMATIC ASSISTANCE

This agreement (the "Agreement") is entered into this 11th day of September, 2011, by and between the City of Manitou Springs, Colorado on behalf of the Manitou Springs Fire Department (a department of the City of Manitou Springs) and the Crystal Park Volunteer Fire Department (an entity of the Crystal Park Metropolitan District), hereinafter referred to as "MSFD" and "CPVFD" (respectively) (individually a "Party" and collectively the "Parties"), both of which are registered Colorado Fire Departments, and each acting herein through their duly authorized officials.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. In consideration for each Party's mutual aid to the other upon the occurrence of an emergency condition in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and personnel of both Parties shall be dispatched to such point where the emergency condition occurs. Details as to the types of emergency conditions, amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the MSFD and the Chief of the CPVFD. These details will be stipulated to in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a) The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions or lack of available qualified personnel at the time of the incident confronting either Party's forces at the time of need for assistance under this Agreement.

b) In fulfilling their obligations provided for in this Agreement, both Parties shall comply with the procedures set forth in the Memorandum of Understanding, attached hereto, as it may be amended from time-to-time.

3. Each Party to this Agreement waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

4. Neither Party shall reimburse the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement, shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Workmen's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed or volunteers. Moreover, all medical expenses, wage and disability payments, except for those payments each Party is required to pay under law or regulation shall be paid by the entity in which the employee in question is regularly employed or volunteers.

5. All equipment used by each Party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the Party's fire department under this Agreement will, during the time response services are required, be paid firefighters of the fire department or the Party where they are regularly employed or members of an organized volunteer fire department which normally renders firefighting services to the Party which sends the forces or equipment.

6. At all times while equipment and personnel of either Party's fire department are traveling to, from, or within the geographical limits of the other Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

7. In the event that any individual performing duties subject to the Agreement shall be cited as a defendant to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the department where regularly employed or volunteers. The benefits described in this paragraph shall be supplied by the Party where the individual is regularly employed or volunteers.

8. It is agreed by and between the Parties hereto that any Party hereto shall have the right to terminate this Agreement upon six (6) months written notice to the other Party hereto.

9. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

10. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by a Party shall not constitute a waiver of any of the other terms or obligation of this Agreement.

11. **Integration.** This Agreement and any attached exhibits constitute the entire Agreement between Crystal Park Metropolitan District and the City, superseding all prior oral or written communications.

12. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

13. **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

14. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

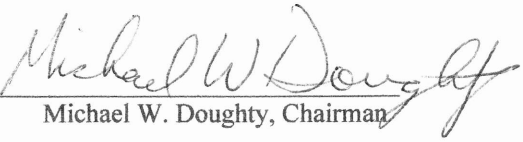
15. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

16. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

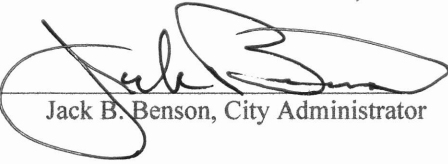
17. **Governmental Immunity.** Both the City and the District, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to both the City and the District, their officers or employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

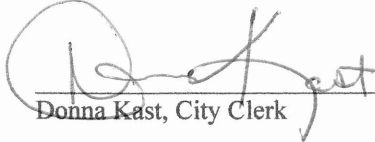
CRYSTAL PARK METROPOLITAN DISTRICT

By: 
Michael W. Doughty, Chairman

CITY OF MANITOU SPRINGS, COLORADO

By: 
Jack B. Benson, City Administrator

ATTEST:


Donna Kast, City Clerk

APPROVED AS TO FORM:


Jefferson H. Parker, City Attorney