

LOS PINOS FIRE PROTECTION DISTRICT STANDARD OPERATING PROCEDURE



TITLE	NUMBER	EFFECTIVE DATE	REVISION DATE
AUTOMATIC AID AND MUTUAL AID REQUESTS	316	October 6 th , 2004	April 1 st , 2010

PURPOSE

This procedure describes the response of personnel and apparatus to Automatic Aid and Mutual Aid requests outside of, and within, the Los Pinos Fire Protection District.

AUTOMATIC AID

An Automatic Aid Agreement has been entered into between the Durango Fire & Rescue Authority, the Los Pinos Fire Protection District, the Upper Pine Fire Protection District, and the Fort Lewis Mesa Fire Protection District. A copy of the agreement is attached.

The agreement creates a system to provide the best available protection, regardless of boundaries, of lives and property in areas that either present specific needs in the way of water supply.. Specific automatic aid responses, by District, are laid out in the 2009 District Wide Automatic Aid Agreement.

The purpose of the Automatic Aid Agreement is to assist one another with providing water tender response, during structure fires or similar emergencies, to areas of a jurisdiction in which a structure fire response occurs.

RESPONSES AND EQUIPMENT

The adjoining Fire District shall respond, to the areas set forth in the 2009 District Wide Automatic Aid Agreement. The resources sent to an automatic aid response will be a minimum of one water tender with a qualified operator. Apparatus will be dispatched automatically upon the report of a structural fire to and within the boundaries of the adjoining jurisdictions.

The responsibility for providing a command officer within a particular area lies with the Local Party's jurisdiction. On site responsibility for the personnel of each entity shall still remain with the senior member of the entity for which they are employed. Other types of response fall under the Mutual Aid Agreement and are based upon the requesting agency's needs, the type of incident and LPFPD Standard Operating Procedures.

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RADIO PROTOCOL FOR 800 DTRS AND VHF COMMUNICATIONS

Once an incident has been transmitted on the dispatch channel, all units shall advise “responding” on the LPFD primary dispatch channel. After a unit goes “responding”, they will switch to the primary channel for the agency they are responding to. Upon approaching the scene, the unit shall report “on scene” and change to their tactical channel. The unit will advise the Incident Commander of their arrival, request an assignment. Personnel will need to become familiar with the channel layout of the VHF and 800 DTRS radios to locate tactical channels.

MUTUAL AID REQUESTS

A Mutual Aid Agreement has also been entered into between the Durango Fire & Rescue Authority, the Los Pinos Fire Protection District, the Upper Pine Fire Protection District, the Fort Lewis Mesa Fire Protection District, the Pagosa Fire Protection District, and the Silverton Fire Department. A copy of that agreement is also attached.

Upon the request of the Incident Commander or the Dispatcher of an entity which is a party to the Mutual Aid Agreement, each Fire District’s resources may be dispatched, during an emergency situation, to any point within the geographical limits of the requesting entity.

When a Mutual Aid request occurs, the Fire Chief or his/her designee of the REQUESTED entity shall determine the advisability of sending fire fighting or EMS equipment and personnel out of the geographical limits of the requested District. The rendering of assistance under the terms of the Mutual Aid Agreement is not mandatory, but the entity receiving the request for assistance shall notify the requesting entity if, for any reason, the assistance cannot be rendered.

RESPONSES AND EQUIPMENT

Any request for Mutual Aid shall include a statement of the amount and type of equipment needed, and shall specify the location to which the equipment is to be dispatched. The amount and type of equipment to be furnished is at the discretion of the responding entity, after consideration of available resources, and not stripping the requested District of fire protection.

Radio protocol for VHF and 800 DTRS communications will be the same as outlined in the Automatic Aid section.

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The responding entity shall report to the Incident Commander of the requesting entity at the location to which the equipment was dispatched. The commanding officer of the requesting entity shall assume full charge of the incident unless he/she specifically requests a senior officer of the responding entity assume command. The responding companies to the mutual aid request, if at all possible, shall work under their own officer as directed by the Incident Commander or Operations Chief.

A responding entity shall be released by the requesting entity when the services of the responding entity are no longer required, or when the senior officer of the responding entity's forces determines that further assistance should not be provided.

SELF-DISPATCH OF EMERGENCY RESPONSE PERSONNEL TO INCIDENTS WITHOUT NOTIFICATION OR REQUEST

One aspect of responding to major incidents is that fire districts have in place a system of aggressive monitoring and enforcement practices to control the self-dispatching of personnel and/or apparatus to the scene. The International Association of Fire Chiefs (IAFC) and the National Volunteer Fire Council (NVFC) have developed a policy discouraging the practice.

In the event of major incidents, the Fire District needs to be disciplined in its response; remain ready and available to the local community; and when requested, ready and available to respond should a call for assistance be received.

The uncontrolled and uncoordinated arrival of resources at emergencies cause significant accountability issues, set the stage for potential freelancing, and create additional safety risks to firefighters, civilians, and others who are operating within the parameters of the incident action plan. Chaos at the scene occurs because these companies or individuals are not aware of the overall strategic plan.

Unrequested emergency units and emergency personnel at incidents disrupt the accountability and incident command system. The ICS requires that a formal structure be utilized to determine the needs of an incident. The needs of the incident are in most cases directly related to personnel and equipment. When resources show up, that have not been requested, they place an undue hardship on the incident commander.

*LOS PINOS FIRE PROTECTION DISTRICT
STANDARD OPERATING PROCEDURE*



Unplanned resources in many cases block roads, create traffic jams, restrict access and ultimately affect the safety of those fire fighters who are operating at the scene by denying them needed resources. The ultimate risk is to emergency personnel when uncoordinated resources create additional risks that are unnecessary and could be avoided. Lives are at risk when fire units or personnel perform contradictory operations or impede assigned units performing their duties.

Larry Behrens

Larry Behrens, Fire Chief

April 1st, 2010

Date

AGREEMENT FOR MUTUAL AID BETWEEN
DURANGO FIRE & RESCUE AUTHORITY
AND
LOS PINOS FIRE PROTECTION DISTRICT
AND
UPPER PINE FIRE PROTECTION DISTRICT
AND
FORT LEWIS MESA FIRE PROTECTION DISTRICT
AND
PAGOSA FIRE PROTECTION DISTRICT
AND
SILVERTON FIRE DEPARTMENT

This agreement entered into this 16th day of JUNE, 2004,
_____, by and between the entities whose signatures are affixed hereto, each
of which is an organized Fire Department established within La Plata County
Colorado, Archuleta County Colorado, and San Juan County Colorado.

Whereas, the organized Fire Departments whose signatures are affixed hereto
desire to secure for each such entity the benefits of mutual aid in the protection
of life and property from fire, natural disasters, and other emergencies;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Upon the request of the Fire Chief or his/her designee, or the Fire Alarm
Operator/Dispatcher of an entity which is a party hereto, each entity having
fire suppression and/or rescue and/or ambulance, and other equipment
personnel, may be dispatched, during an emergency condition, to any point
within the geographical limits or district of the requesting entity designated by
the Fire Chief, or his/her designee, or Fire Alarm Operator/Dispatcher of the
requesting entity, subject to the conditions hereinafter stated.
 - a) It is hereby agreed that an emergency condition shall exist within the
geographical limits of a requesting entity at a time when the Fire Chief

or his/her designee declare that an emergency exists, because the requesting entity requires more equipment or personnel than they can provide.

- b) When an emergency condition exists, the Chief of the fire department, or his /her designee, of the REQUESTED entity shall determine the advisability of sending or maintaining fire fighting equipment or personnel beyond the geographical limits of the requested entity and the judgment of the Fire Chief, or his/her designee, shall be final.
- 2) The rendering of assistance under the terms of this agreement shall not be mandatory, but the entity receiving the request for assistance shall notify the requesting entity if, for any reason, the assistance cannot be rendered.
- 3) Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
- a) Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The amount and type of equipment and number of personnel to be furnished shall be at the sole discretion of the Fire Chief or his/her designee of the responding entity.
 - b) The responding entity shall report to the officer in charge of the requesting entity's forces at the location to which the equipment is dispatched. The commanding officer of the requesting entity shall assume full charge of the operations unless he/she specifically requests a senior officer of the responding entity assume command. The responding companies to the mutual aid, if at all possible, shall

work under their own officer as directed by the Operations Chief or Incident Commander.

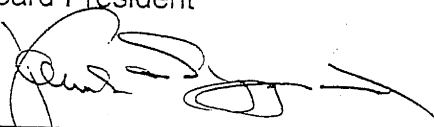
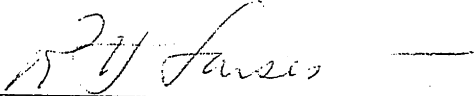
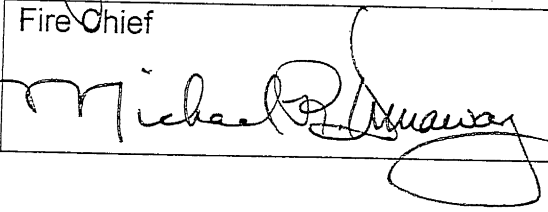
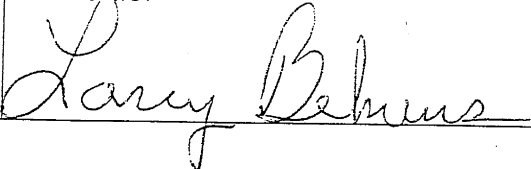
- c) A responding entity shall be released by the requesting entity when the services of the responding entity are no longer required or when the Officer in charge of the responding entity's forces determines that further assistance should not be provided.
- 4) In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public, for both entities, to be dispatched to the alarm and to render aid at the scene of the emergency until an accurate determination of jurisdiction responsibility can be made. Until that time the agency first on scene shall assume command and jurisdiction. Under the conditions described in this paragraph, the terms and conditions of this agreement shall be in effect just as though a request for mutual aid had been initiated.
- 5) No party to this agreement shall be required to pay compensation to any other party to this agreement for services rendered hereunder, the mutual advantage and protection afforded by this agreement being considered adequate compensation to all mutual aid activities for both parties.
- 6) Each party hereto shall provide for its employees who render assistance hereunder all benefits to which they are entitled, by virtue of their employment.
- 7) Each signature of this agreement does hereby waive and release any claim it may have against the other entity for loss or damage to personal property and for all personal injury or death arising as a consequence of the performance of this agreement. Each party agrees to assume all of its losses and damage,

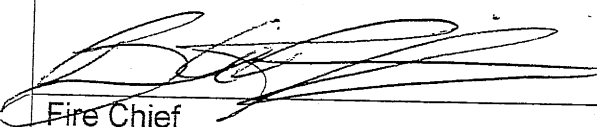

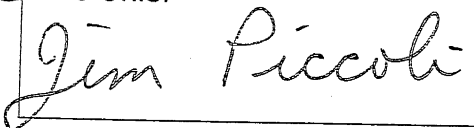
both to personal property and to personnel, arising out of the performance of this agreement, utilizing their own workman's compensation and insurance company. It being agreed and understood that whenever a fire fighter engages in any duty outside the limits of his/her employing municipality/special district, such duties shall be considered a part of his duty as a fire fighter for said municipality/special district, and a fire fighter who is injured while engaged in such duties outside the limits of his/her own employing district, shall be entitled to the same benefits that the fire fighter or their family would be entitled to receive, had he/she been injured within the service of his/her own district.

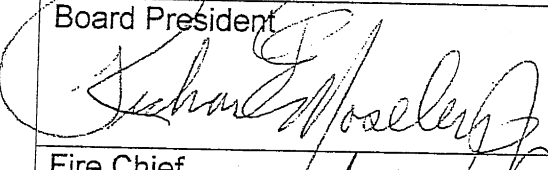


- 8) This agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate service and protection within their own areas.
- 9) This agreement shall become effective upon the date hereof and shall remain in full force and effective until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other parties, giving thirty (30) days notice of said cancellation.

IN WITNESS THEREOF, this agreement has been executed on the day and year first above written, by the parties hereto, through their respective Administration Officers, thereunto duly authorized by their respective Administrative Boards.

AGREEMENT FOR MUTUAL AID – SIGNATURE PAGE

Durango Fire & Rescue Authority	Los Pinos Fire Protection District
Board President 	Board President 
Fire Chief 	Fire Chief 

Upper Pine Fire Protection District	Fort Lewis Mesa Fire Protection District
Board President 	Board President 
Fire Chief 	Fire Chief Daulaug, per John Vogel, acting chief.

Pagosa Fire Protection District	Silverton Fire Department
Board President 	
Fire Chief 	Fire Chief 

2009 DISTRICT WIDE AUTOMATIC AID AGREEMENT BETWEEN
DURANGO FIRE & RESCUE AUTHORITY
AND
LOS PINOS FIRE PROTECTION DISTRICT
AND
UPPER PINE FIRE PROTECTION DISTRICT
AND
FORT LEWIS MESA FIRE PROTECTION DISTRICT

This agreement, made and entered into this 14th day of October, 2009 by and between Durango Fire & Rescue Authority and Los Pinos Fire Protection District and Upper Pine Fire Protection District, and Fort Lewis Mesa Fire Protection District, and jointly referred to as the "parties".

This agreement is to create a system to provide needed fire flows for the protection of lives and property in areas that either present specific situations or simply make good sense.

Whereas, the parties hereto are geographically located in proximity to each other in La Plata County, and

Whereas, the parties are already parties within the multiparty mutual aid agreement among various organized fire departments to provide emergency response and fire protection among the parties, and

Whereas, it is to the mutual advantage of the parties that each agree to render to each other supplemental water supplies in the event of a structure fire or similar emergency.

Now, Therefore, in consideration of their mutual covenants, the parties agree as follows:

1. PURPOSE:

The purpose of this Agreement is to assist one another with providing water tender(s) response into the jurisdictions of the parties.

2. AREA OF COVERAGE:

A) This Agreement shall govern all areas shown within the jurisdictional responsibility of each of the parties as they may hereafter be constituted, including all annexations, exclusions and inclusions.

B) For purposes of this Agreement, "Local Party" shall mean the fire district jurisdiction within which a structure fire response arises. "Responding Party" shall mean the party responding to the emergency from outside of the local parties' jurisdiction in order to render automatic aid pursuant to this Agreement.

3. RESPONSES AND EQUIPMENT:

A) The parties agree to provide a minimum of one (1) water tender with a qualified operator, automatically upon dispatch of a structural fire to and within the boundaries of the adjoining jurisdictions. Specifics as to which parties respond to the various areas within these jurisdictions will be developed by the mutual written consent of all of the Fire Chiefs of the parties and respective communications centers.

B) Subject to the provisions of paragraph five (5) below, the parties shall respond within the areas of coverage developed to requests for structure fire responses within the adjoining jurisdictions. The responsibility for providing a command officer within a particular area lies with the Local Party's jurisdiction. On-site responsibility for the personnel of each entity shall still remain with the senior member of the entity for which they are employed. The areas of automatic aid coverage may also be modified at any time by mutual written consent of all of the Fire Chiefs of the parties.

C) The parties hereby recognize the statutory allocation of liability to the Local Party of any negligence or other tortious acts by the Responding Party while present within the Local Party's jurisdiction for purposes of emergency response pursuant to this Agreement. (See C.R.S. Section 29-5-108.) The parties further recognize the statutory allocation of liability for Workman's Compensation and Pension plans remain with the local party when responding to and present within the Local Party's jurisdiction for purposes of emergency response pursuant to this Agreement. (See C.R.S. Section 29-5-109) and (See C.R.S. Section 29-5-110)

4. OPERATING PROCEDURES:

Specific joint operating procedures of the parties shall be developed, implemented and amended from time to time by the Fire Chiefs of the parties. Procedures developed shall include, but not be limited to: receipt notification, and transmittal of alarms; communication procedures; emergency operating procedures; water supply procedures; incident command procedures; and other operating procedures as may be subsequently needed.

5) EFFECT ON 2004 MUTUAL AID AGREEMENT:

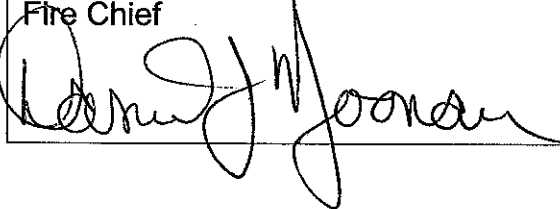
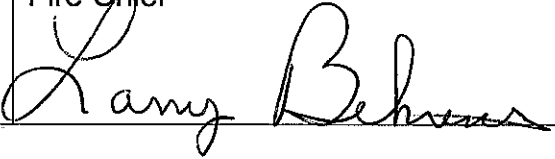
This Agreement shall supplement the 2004 multiparty Mutual Aid Agreement among La Plata County organized fire departments that said Agreement shall remain in full force and effect. All requirements of said 2004 Mutual Aid Agreement between the parties shall be deemed complied with by the parties hereto by meeting their obligations under this Agreement. To the extent that this Agreement is inconsistent with the parties' obligations to each other under the 2004 Mutual Aid Agreement, this Agreement shall control. All provisions of the 2004 Agreement shall apply except as amended here.



Those paragraphs of the 2004 Mutual Aid Agreement relating to the type of aid furnished, the decision to deny requested aid and the appropriate response time for furnishing aid to requesting jurisdictions are incorporated by reference as if fully set forth herein. Said 2004 Mutual Aid Agreement is attached as Addendum B and made part hereof.

6) TERMINATION:

It is agreed by the parties herein described that this Agreement shall remain in full force and effect until revoked by any party by written notice thirty (30) days advance of the effective date of revocation.

2009 DISTRICT WIDE AUTOMATIC AID AGREEMENT – SIGNATURE PAGE

Durango Fire & Rescue Authority	Los Pinos Fire Protection District
Fire Chief 	Fire Chief 

Upper Pine Fire Protection District	Fort Lewis Mesa Fire Protection District
Fire Chief 	Fire Chief 

Addendum to 2009 District Wide Automatic Aid Agreement

Section 3 (A) of the 2009 District Wide Automatic Aid Agreement between the Durango Fire & Rescue Authority; the Los Pinos Fire Protection District; the Upper Pine Fire District; and the Fort Lewis Mesa Fire Protection District calls for the specifics of response areas to be developed by mutual written consent.

This addendum addresses the response areas that the Automatic Aid Agreement shall cover. Certain areas within the respective fire districts have been excluded from the automatic response due to the presence of a fixed municipal water system, or due to geographic location and response distance issues. In the event of a fire in the areas that are not included in the automatic response, incident commanders are reminded that the 2004 Mutual Aid Agreement is still in effect and a request for additional resources under that agreement is still an appropriate course of action.

FIRE DISTRICT	1 st Due AMA Water Tender	2 nd Due AMA Water Tender
DFRA District 1	BY REQUEST	BY REQUEST
DFRA District 2	BY REQUEST	BY REQUEST
DFRA District 3	UPPER PINE	FORT LEWIS MESA
DFRA District 4	LOS PINOS	UPPER PINE
DFRA District 5	UPPER PINE	LOS PINOS
DFRA District 6	UPPER PINE	FORT LEWIS MESA
DFRA District 7	LOS PINOS	UPPER PINE
DFRA District 8	FORT LEWIS	UPPER PINE
DFRA District 9	FORT LEWIS	UPPER PINE
DFRA District 10	BY REQUEST	BY REQUEST
DFRA District 11	LOS PINOS	UPPER PINE
DFRA District 12	BY REQUEST	BY REQUEST
DFRA District 13	UPPER PINE	FORT LEWIS MESA
DFRA District 14	BY REQUEST	BY REQUEST
DFRA District 15	BY REQUEST	BY REQUEST
DFRA District 16	BY REQUEST	BY REQUEST

FIRE DISTRICT	1 st Due AMA Water Tender	2 nd Due AMA Water Tender
UPFD District 1	LOS PINOS	DURANGO FIRE
UPFD District 2	LOS PINOS	DURANGO FIRE
UPFD District 3	LOS PINOS	DURANGO FIRE
UPFD District 4	LOS PINOS	DURANGO FIRE
UPFD District 5	LOS PINOS	DURANGO FIRE
UPFD District 6	LOS PINOS	DURANGO FIRE
UPFD District 7	LOS PINOS	DURANGO FIRE

FIRE DISTRICT	1 st Due AMA Water Tender	2 nd Due AMA Water Tender
FLMFD District 1	DURANGO FIRE	BY REQUEST
FLMFD District 2	DURANGO FIRE	BY REQUEST

FIRE DISTRICT	1 st Due AMA Water Tender	2 nd Due AMA Water Tender
LPFD	UPPER PINE	DURANGO FIRE