

AUTOMATIC ASSISTANCE AGREEMENT FOR FIRE PROTECTION
BETWEEN
THE CITY OF BELEN FIRE DEPARTMENT AND
THE CITY OF RIO COMMUNITIES FIRE DEPARTMENT

THIS AUTOMATIC ASSISTANCE AGREEMENT FOR FIRE PROTECTION (hereinafter referred to "Agreement") is entered into this ____ day of _____, 2021 and among the CITY OF BELEN FIRE DEPARTMENT (hereinafter referred to as Belen") and the CITY OF RIO COMMUNITIES FIRE DEPARTMENT (hereinafter referred to as "Rio Communities").

WITNESSED:

WHEREAS, the Belen and Rio Communities Fire Department's maintain fire suppression and emergency medical resources that are capable of responding within each respective fire district to provide equipment and personnel support to combat the effect of wildland and structural fires and emergency medical services; and

WHEREAS, the Belen and Rio Communities Fire Departments have provided mutual assistance to each other in extinguishing fire and preserving life and property in their respective jurisdiction and such assistance has been beneficial to both agencies; and, WHEREAS, it is the desire of the parties to render aid, when necessary, as set forth in this

Agreement. NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

- A. Subject to the availability of personnel and equipment, the incorporated fire district of Belen, New Mexico and the incorporated fire district of Rio Communities, New Mexico shall render Automatic/Mutual Aid to each other in emergency responses and preserving life and property. Such assistance shall be at the consideration and basis for this Agreement. "Automatic Aid" refers to assistance, which shall be dispatched automatically by a responding party within the party's jurisdiction without request, as agreed upon and programmed by the Valencia Regional Emergency Communications Center (VRECC). "Mutual Assistance" refers to assistance requested by the agencies on an as needed basis.
- B. Neither party to this Agreement shall be entitled to any reimbursement or compensation for all or any part of the costs incurred by such party in providing either Automatic Aid or Mutual Aid in emergency responses and preserving life and property, except negotiated by the parties for particular assignments or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with Paragraph L. This does not include cost recovery, as allowed by law, available by the responding organization from a responsible third party.

- C. Any service performed in accordance with this Agreement by any officer, employee, or volunteer of either party shall constitute service rendered in the line of duty in such office, employment, or volunteer service.
- D. Belen and Rio Communities each agree to use its best efforts to protect the other's personnel and equipment, provided pursuant to this Agreement, during the periods of civil disturbance. In the event such protections are deemed inadequate by the Fire Chiefs, either party may refuse to provide personnel and equipment until the situation is remedied, even though aid personnel and equipment may have been previously committed.
- E. Automatic Aid responses for fire suppression will be made by personnel and equipment described in the current policies and procedures covering such responses. These policies and procedures shall be approved by each Fire Chief and reviewed for modification at a minimum of once per year. The equipment list shall be provided to the VRECC for resource information.
- F. During all responses, both parties will follow the National Incident Management System (NIMS) and Incident Command System (ICS) during all phases of operation.
- G. The Rio Communities Fire Department may use water, at no cost, from the City of Belen Water System utilizing fire hydrants within the city of Belen so long as water usage is reported to the Belen Fire Chief within 24-hours of the incident. This water usage is for record keeping within the City of Belen Water Department.
- H. Any dispatch of personnel and equipment pursuant to this Agreement is subject to the following conditions:
 - 1. A request for Automatic Aid or Mutual Aid hereunder shall be made by a chief officer or senior firefighter of either department and include a statement of the amount and type of personnel and equipment requested and shall specifically state the amount and type of personnel and equipment to be provided, if any based on the availability, shall be determined by a representative of the responding organization.
 - 2. The responding organization shall report to the Incident Commander of the requesting organization at the location to which the personnel and equipment are dispatched. Therefore, orders shall follow under the unified command structure.
 - 3. A responding department shall be released by the requesting department when the services of the responding department are no longer required or

when the responding department is needed within the fire district for which it normally provides fire protection services.

4. Upon release from the incident, the officer in charge from the responding department will properly document that organization's role in regard to the incident and forward this documentation to the requesting party when required.
- I. As between the parties, each party will solely be responsible for liability arising from personnel injury or damage to a person's property caused by its employee's or agents. The liability of either party shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
- J. Either party's employees or volunteers will be considered employees or volunteers for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits. afforded to employees or volunteers of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create an obligation or responsibility on behalf of or in the name of the other party.
- K. This Agreement is effective upon the date first written above and shall be in force for a period of five (5) years thereafter, unless sooner by a change of administration or terminated by either party upon thirty (30) days prior with written notice to the other party.
- L. This Agreement supersedes all previous contracts between the Belen Fire Department and Rio Communities Fire Department for Automatic Aid in fire protection and may be amended by a written instrument executed by the parties hereto.
- M. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the parties and signed by the Belen Fire Chief and Belen City Manager and Rio Communities Fire Chief and Rio Communities City Manager.
- N. The Fire Chief's may establish, alter, or amend operational guidelines between the respective departments in conformity with this Agreement by written protocol. The changes to the operating and procedural guidelines shall be effective when accepted in writing and both Fire Chiefs.

The undersigned parties, acting as authorized representatives of the City of Belen Fire Department and City of Rio Communities Fire Department hereby express their respective organizations full understanding and acceptance of the mutual obligations and commitments set forth in this Agreement.

CITY OF BELEN

CITY OF RIO COMMUNITIES

Nathan Godfrey, Fire Chief

Andrew Tabet, Interim Fire chief

Jerah R. Cordova, Mayor

Joshua Ramsell, Mayor Pro tem

Attested by:

Dorothy Flores, City Clerk

Elizabeth (Lisa) Adair, Municipal Clerk

Date: _____

Date: _____

