

Fire Protection  
Automatic Aid Agreement  
Municipal and Rural Fire Departments  
Serving San Miguel County and Santa Fe County, New Mexico

This Automatic Aid Agreement is entered into by and between the Municipal Fire Department districts and/or neighboring Rural Fire Department districts of San Miguel County and Santa Fe County, New Mexico listed below. The Municipal and Rural Fire Departments listed below enter into this Agreement for the limited and particular purpose of providing fire protection between the named Fire Districts as stated herein.

A. The participating fire districts are the **Pecos Fire Department, Rowe Fire Department, Ifield Fire Department, Pecos Canyon Fire & Rescue** and the **Glorieta Pass Fire Department**. These Fire Departments consider it be desirable and beneficial to enter into this Agreement of Automatic Aid for fire suppression.

B. The **Village of Pecos** and **San Miguel County** and **Santa Fe County** also consider it to be desirable and beneficial to enter into this Agreement for fire suppression.

C. By signing this Agreement, the Village of Pecos, San Miguel County and Santa Fe County agree to render Automatic Aid and assistance to one another in suppressing structural fires and to protect and promote public health, welfare and safety to their citizens. Such assistance shall be the consideration for his Agreement.

D. Liability. No party to this Agreement shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-1-4 et seq. NMSA 1978, as amended. This Agreement acknowledges that all the participating fire departments are volunteer, as such, no fire department shall be liable if that department is unable to respond to incidents outside of their respective fire district.

E. Costs and Expenses. No party to this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in this Agreement. Each party shall pay its own costs and expenses of responding to emergency incidents under this Agreement.

F. Response Procedures. Dispatch of equipment or personnel pursuant to this Agreement is subject to the following:

1. All calls for structure fires in the above named fire districts shall result in an automatic, simultaneous response from all the fire departments listed above. To accomplish this, the Santa Fe Regional Emergency Communications Center ("RECC") shall simultaneously dispatch all fire departments listed above.
2. This Agreement shall be in effect 24 hours a day, 7 days a week, 365 days a year.
3. The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with the National Incident Management System ("NIMS"). All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.

4. The automatic dispatch of emergency responders shall include the specific location and type of emergency.

5. The responding equipment and personnel dispatched shall be used for the specific purpose of providing fire suppression or supporting fire suppression activities. Responding personnel and equipment shall conform to State of New Mexico driving and speed laws and with current Fire Department Standard Operating Guidelines.

6. The responding fire department(s) shall report to the office in charge/incident commander ("IC") of the requesting department at the location requested. The personnel of the responding department shall be subject to the direction of the IC unless the responding officer considers the orders to be placing his or her equipment or personnel in danger, at which time he or she may refuse the orders and return to his or her fire district.

7. The responding departments shall anticipate the officer in charge or IC to switch all radio traffic to a fireground or tactical channel and will switch their radio traffic to the tactical channel assigned by the officer in charge or IC. All parties will follow Santa Fe RECC Dispatch Protocols.

8. The requesting department shall release the responding department(s) when the services of the responding department are needed within their own fire district(s) and/or as soon as the responding department(s) services are no longer needed.

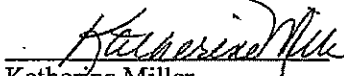
G. Term. This Agreement shall be effective upon the date of last signature by the parties hereto and shall continue and remain in effect, notwithstanding any changes in administration of the any of the parties, for two (2) years unless earlier terminated in conformity with Paragraph H below. The parties have the option to extend the term of this Agreement in 1 or 2-year increments by providing sixty (60) days written notice to the other parties.

H. Termination. This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties.

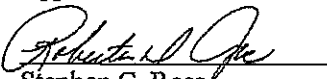
I. Amendment. This Agreement may be amended at any time by a written amendment. Any amendment shall be effective when agreed upon and signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the respective parties execute for and on behalf of the parties of this Automatic Aid Agreement as of the last date recorded herein.


SANTA FE COUNTY

 Date 10-22-13  
Katherine Miller  
Santa Fe County Manager

Approved as to form

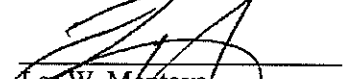
 Date 10/10/13  
Stephen C. Ross  
Santa Fe County Attorney

Finance Department

  
Teresa C. Martinez  
Director

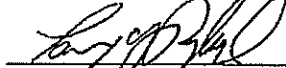
Date 10/27/13

SAN MIGUEL COUNTY

  
Les W. Montoya  
San Miguel County Manager

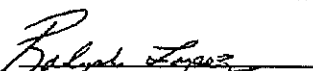
Date 10/31/13

VILLAGE OF PECOS

  
Tony Y. Roybal  
Mayor

Date 10/28/13

PECOS FIRE DEPARTMENT

  
Ralph Lopez  
Chief

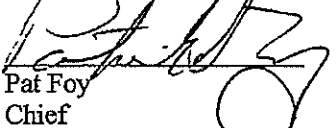
Date 10/28/13

ROWE FIRE DEPARTMENT

  
Anthony Ortiz  
Chief

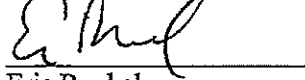
Date 10/26/13

ILFELD FIRE DEPARTMENT

  
Pat Foy  
Chief

Date 10/26/13

PECOS CANYON FIRE & RESCUE


  
Eric Roybal  
Chief

Date 10/26/13

SAN MIGUEL COUNTY  
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COUNTY OF SAN MIGUEL )  
STATE OF NEW MEXICO ) ss

I Hereby Certify That This Instrument Was Filed for  
Record On The 1ST Day Of November, 2013 at 10:01:01 AM  
And Was Duly Recorded as Instrument #201303979  
Of The Records Of San Miguel

Witness My Hand And Seal Of Office  
Melanie Y. Rivera  
Deputy  County Clerk, San Miguel, NM