

## **LOWER VALLEY AUTOMATIC RESPONSE MEMORANDUM OF AGREEMENT (MOU)**

This agreement is made and entered into this   27   day of   October  , 2021, by and between the Grand Junction Fire Department, the Grand Junction Rural Fire Protection District and the Lower Valley Fire Protection District, hereinafter collectively referred to as the Parties;

WHEREAS, the Parties each maintain a fire department with fire fighting equipment, fire fighting personnel, medical equipment, medical personnel and administrative personnel; and

WHEREAS, the Parties share a common boundary between their respective response areas; and

WHEREAS, response boundaries are likely to/will change and if such change is after the date hereof, and

WHEREAS, it is the design, purpose and intention of the Parties hereto to make the most efficient use of their respective powers, resources and capabilities by cooperating in responding to fire, rescue, disaster relief and hazardous material incidents and by providing services and facilities in a manner most consistent with the geographic, economic, demographic and other factors influencing the needs of their respective service areas; and

WHEREAS, the Parties hereto acknowledge that fire, rescue, disaster, or hazardous material incidents occur without prior warning, without a set pattern or frequency and without regard to life, limb or property; and

WHEREAS, the Parties hereto further recognize that there is a great mutual advantage in providing, prior to any fire, rescue, disaster, or hazardous material incident(s), for automatic response, automatic backup and cooperative use of the resources available from the Parties; and

WHEREAS, automatic response, backup and cooperative use of resources benefits all persons directly or indirectly concerned; and

WHEREAS, it is the intent of the Parties to the Agreement to provide for automatic response between the Parties hereto for emergencies within a defined area along shared boundaries, it is not the intent of this agreement for any party to subsidize, support or supplement normal day-to-day operations of either party; and

WHEREAS, the automatic response area of all Parties is and shall be defined herein;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, with all Parties accordingly waiving any challenge to the sufficiency of such consideration, the Parties hereto agree as follows:

- A. NORTH OF COLORADO RIVER: All parties will automatically respond with equipment and staffing, appropriate to the call for service, to any and all areas that are geographically located within one-quarter (1/4) of a mile from the common boundary as described below:

Starting on the North edge of the Colorado River in line with 21 Road and proceeding North on 21 Road to H Road, then East on H Road to 21 1/2 Road, North on 21 1/2 Road to I Road then East on I Road to 22 1/2 Road, North on 22 1/2 Road to I 1/4 Road, east on I 1/4 Road to 22 3/4 Road, North on 22 3/4 Road to K Road, East on K Road to the Government Highline Canal which is the end point.

- B. SOUTH OF THE COLORADO RIVER: All parties will automatically respond with equipment and staffing, appropriate to the call for all service requests except emergency medical incidents, to any and all areas that are geographically located within one half (1/2) of a mile from the common boundary. For EMS incidents, GJFD will be the sole provider of both first response and ambulance transport to any and all areas that are geographically located within one half (1/2) of a mile from the common boundary as described below:

Starting at the point on the South side of the Colorado River where 21 Road and G 1/4 Road would intersect; running West along the City boundary and extending in a straight line to the boundary of the Colorado National Monument which is the end point.

- C. AREAS NOT CONTEMPLATED BY THIS AGREEMENT: Areas serviced by another fire protection district and areas serviced by BLM.
- D. The Parties request in writing that the Mesa County Assessor research the respective service areas of each Party to check for addresses that are incorrectly identified as being in each Parties service area. When and if jurisdictional and/or addressing errors are discovered, the Parties by and through the Assessor, shall take the steps necessary to correct the information of record.
- E. This agreement does and shall not affect or impair any other agreement or contractual relationship of any party nor does or shall it constitute a mutual aid agreement between the Parties for the balance of their respective service areas.
- F. This agreement is entered into pursuant to Colorado law.
- G. All of the privileges, immunities and limitations of liability, applications of, or exemptions from, laws, ordinances and rules and all pensions and relief,

disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of the parties hereto, when performing their respective functions, within their respective territorial limits, for their respective agencies, shall apply to the same degree and extent to the performance of any and all such functions and duties of such officers, agents or employees when functioning under the provisions of this agreement.

- H. This agreement does not and shall not be deemed to relieve any of the parties hereto, of any of the obligations or responsibilities imposed by law, except to the extent of the actual and timely performance of those obligations or responsibilities by the parties to this agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
- I. Any and all responding vehicles and/or apparatus shall be reasonably staffed by the party responding pursuant to this automatic response agreement. Reasonable staffing shall include, but not necessarily be limited to, a minimum of three (3) fire fighters for each engine and two (2) fire fighters per ambulance/rescue vehicle and appropriately trained personnel for such other support equipment as may respond.
- J. The parties acknowledge that radio communication is necessary to the provision of fire fighting, emergency and/or disaster response and therefore, the Parties hereby agree, to each provide the necessary equipment and other capability required to access the Lower Valley Tactical Channel, Repeater Transmitter #154.370 and Mobile Transmitter #153.770, radio frequencies.
- K. Both agencies will respond to the areas defined and agreed upon herein. The Grand Junction Regional Communication Center will automatically alert the Parties in the defined response area, following current page or tone procedures.
- L. Transportation of patients in, or from, the areas north of the Colorado River defined by this agreement will be performed as if within the Lower Valley Fire Protection District and, as such, Lower Valley Fire Protection District EMS operational procedures shall be followed.
- M. Each party shall bear its own costs, expenses and responsibility and shall be liable for any and all claims, demands, suits, actions, damages and causes of action arising out of, or occurring during, travel to or from any and all incidents or during activities at the scene. No indemnification or hold harmless agreement is, or shall be, in effect concerning any claims, demands, suits, actions, damages and causes of action.
- N. Each party shall bear its own responsibility for damage to equipment.

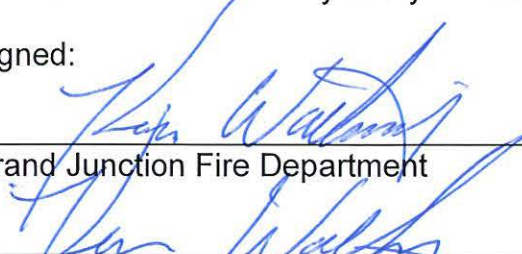
- O. Each party shall bear its own costs, expenses and responsibility for materials and/or supplies.
- P. Dispatch fees for responses to the automatic aid areas will be the responsibility of the respective agency in which the incident occurs.
- Q. The senior ranking fire official from either agency who is on the scene of an incident, regardless of in which jurisdiction the incident occurs, shall assume the duties of Incident Commander. There shall be an orderly transfer of command when an officer from the jurisdiction in which the incident occurs, arrives at the scene, if said officer is appropriate to and does assume being Incident Commander.
- R. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a good faith attempt at mediation fails, all claims, controversies, or disputes arising out of this Agreement, or the breach thereof, shall be submitted to binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201 et seq., then in effect, unless the parties mutually agree otherwise, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This agreement may be terminated upon forty-five (45) days written notice given by the terminating party to non-terminating party, by certified mail, return receipt requested, sent in care of the Chief of the agency, to the last known mailing address.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be entered into and executed the day and year first written above.

Signed:

Dated:

  
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 Grand Junction Fire Department

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 10/27/21

  
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 Grand Junction Rural Fire Protection District

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 10/24/21

  
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 Lower Valley Fire Department

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 10/27/21