

**Memorandum of Understanding  
Between  
The United States Department of Interior  
National Park Service  
Colorado National Monument  
And  
Grand Junction Fire Department**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

1. The Colorado National Monument (hereinafter "Monument") and the Grand Junction Fire Department of Grand Junction, Colorado (hereinafter "Department"), have a long history of informal cooperation. The objective of this Memorandum of Understanding (hereinafter MOU) is to establish the standards, terms and conditions under which structural, vehicle and hazardous material firefighting services and equipment will be provided for prevention/suppression of structural fires, emergency medical care and the protection of life and property from these fires on lands administered by the Monument and Department. The Monument will respond in kind, within limits, to requests from nearby fire agencies from fire on lands administered by the Monument and Department.

**ARTICLE II- AUTHORITY**

1. Statutes 42 USC 1856 and 16 USC 1601 (1) provide authority for the National Park Service (hereinafter "NPS") to enter into reciprocal agreements and to render emergency firefighting and cooperative assistance to nearby fire agencies to extinguish fires, provide emergency medical services and preserve life and property.
2. The Chief of Department has signature authority to enter into agreements with the Monument regarding fire prevention, suppression services and emergency medical assistance on Monument-administered land.
3. The Park Superintendent has signature authority to enter into agreements with the Department regarding fire prevention, suppression services and emergency medical services on Monument- administered land and to provide reciprocal assistance.

**ARTICLE III- STATEMENTS OF WORK**

**A. Emergency Incidents on Monument-Administered Land**

In the event of a structural, vehicular, hazardous materials incident on Monument administered land:

1. The Department agrees to:
  - a. Immediately notify the Monument of such a fire, by contacting the

Monument by phone or through the Grand Junction Regional Dispatch Center (GJRCC).

- b. Respond to the incident with appropriate resources.
  - c. Cooperate with the Monument staff in the immediate suppression of all structural, vehicular or hazardous material incidents.
  - d. Cooperate with the Monument under a Unified Incident Command, by assuming the Incident Commander role on fires involving vehicles, structures or hazardous materials.
  - e. Recognize that Monument/NPS policies and requirements, especially those concerning the use of vehicles and other equipment off of roadways, may necessitate using firefighting procedures that differ from Department procedures.
  - f. The Department agrees to adhere to Monument/NPS requirements when requested to do so by the Monument superintendent or a designated representative.
  - g. When suppressing any type of fire, the Department agrees, insofar as is possible, to maintain the point of origin for the purpose of investigation by NPS personnel.
  - h. When suppressing fires near or within historical structures or structures containing museum collections, the Department agrees to modify its suppression tactics in order minimize damage to collections and historical fabric.
  - i. Emergency medical care will be provided to sick and injured people upon request by the Monument or when dispatched by GJRCC.
2. The Monument agrees to:
- a. Immediately notify the Department of a fire by contacting the GJRCC by telephone or radio.
  - b. Cooperate with the Department under a Unified Incident Command structure. The Department will assume the lead role in fires involving vehicles, structures or hazardous materials.
  - c. Provide qualified wildland fire-fighting personnel (FFI or FFII) if available and needed. (currently there are no structural trained firefighters at the Monument).
  - d. Provide traffic control and emergency medical assistance for injured persons in either type of fire.
  - e. Conduct walk-through inspections for the Department to familiarize Department personnel with building floor plans and sensitive areas, to include museum collections and buildings of historical significance.
  - f. Solicit and accept recommendations from Department command personnel in suppression and rescue procedures, insofar as they do not conflict with Monument/NPS policies. For the purpose of this MOU, Department command personnel are:
    - 1) Fire Chief
    - 2) Deputy Fire Chief
    - 3) Battalion Chief
    - 4) Captain

- G. The Monument will notify GJRCC to request additional emergency medical assistance if needed.

## **B. Operations**

1. Department personnel and equipment will be activated as follows:
  - a. Emergencies -The Monument will request emergency assistance by contacting GJRCC by radio or dialing 911.
  - b. Business - The Monument will initiate business contacts by calling the Fire Chief at: 970-549-5800; or by calling GJRCC non-emergency number at: 970-549-5415
2. Monument personnel and equipment will be activated as follows:
  - a. Emergencies-The Department will request emergency assistance by contacting the Monument through GJRCC. This is a 24-hour dispatch and Monument personnel will be notified at any time.
  - b. Business - The Department will initiate business contacts by calling: Chief Ranger at the office 970-858-3617 x 312 or by cell phone 970-778-5198.
3. Radio frequencies used on the incident will be determined by the Incident Commander or directed by GJRCC.

## **C. Cooperative Provisions**

The Monument and the Department mutually agree to the following:

1. If a dispute arises out of or relates to this MOU, 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 good faith attempts at mediation fail, all claims, controversies, or disputes arising out of this MOU, or the breach thereof, shall be submitted to binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, et seq., or Administrative Dispute Resolution Act, 5 U.S.C. § 571 et seq., whichever applies to the dispute and as 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.
2. In the execution of this MOU, employees are only considered employees of their responding agency.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this MOU.
4. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this MOU.
5. The respective parties of this MOU will provide personal protective equipment (PPE) for their employees.
6. Both parties will attempt to participate in joint training exercises/drills in areas covered by this MOU.

7. Both parties will review this MOU annually to update changes in the Monument or Department personnel or phone numbers and will provide the other party with a list of any changes made.
8. Both parties grant permission to each other to monitor the radio frequencies of the other and communicate as needed.

**D. Response Area**

The Grand Junction Fire Department will provide these services to the area to include the east entrance of the Monument, west on Rim Rock Drive to 16 ½ Road West Glade Park Road).

**ARTICLE IV-TERM OF AGREEMENT**

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article IX that follows.

In addition, the parties will jointly review the results and effectiveness of this MOU at the end of each calendar year. The MOU may be amended at any time by the written, mutual consent of the parties. The approved amendment(s) will immediately become a part of this MOU.

**ARTICLE V - KEY OFFICIALS**

All communication and notices regarding this Agreement will be directed to the following key official(s) for each party:

- |   |  |
|---|--|
| <p>A. For the National Park Service<br/> <del>Mark Davison</del> Janet Kelleher<br/>         Chief Ranger<br/>         Colorado National Monument</p> | <p>B: For the Fire Department<br/>         Ken Watkins<br/>         Fire Chief<br/>         Grand Junction Fire Department</p> |
|---|--|

**ARTICLE VI-PRIOR APPROVAL-NOT APPLICABLE**

**ARTICLE VII- REPORTS AND/OR OTHER DELIVERABLE**

- A. The respective parties of this MOU are responsible for their own timekeeping and other required records and reports.
- B. The Department agrees to assist the park in the completion of the NPS fire report as it relates to origin and cause and estimated damages.

**ARTICLE VIII-PROPERTY UTILIZATION-NOT APPLICABLE**

**ARTICLE IX-MODIFICATION AND TERMINIATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

**ARTICLE XD-SIGNATURES**

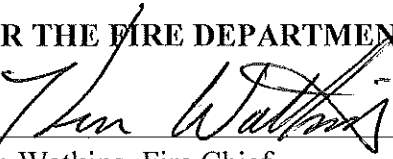
**IN WITNESS HEREOF**, the parties hereto have executed the Agreement on the date(s) set forth below:

**FOR THE NATIONAL PARK SERVICE:**

  
\_\_\_\_\_  
Nathan Souder, Superintendent

Date: 11/3/21

**FOR THE FIRE DEPARTMENT:**

  
\_\_\_\_\_  
Ken Watkins, Fire Chief

Date: 10/28/21

## ARTICLE X - ATTACHMENTS

- A. The following attachments are included as a part of this document:
  - 1. A list of the equipment that Grand Junction Fire Department will offer to the Monument if it is needed.
  - 2. A cooperative vicinity map of the Monument that shows building and hydrant locations.
  - 3. Building diagrams for all Monument structures to include the location of all hazardous materials.
  - 4. Alarm company name, phone number and notification procedures.

## ARTICLE XI-STANDARD CLAUSES

- A. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1 964 (78 Stat. 252 42 U.S.C. § 2000d \_et se--q.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion, or gender in providing of facilities and services to the public.
- B. **CONSISTENCY WITH PUBLIC LAWS:** Nothing contained in this agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
- C. **APPROPRIATIONS:** (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- D. **PROMOTIONS:** The Fire Department will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the Fire Departments work product or considers the Repository's work product to be superior to other products or services.
- E. **PUBLIC INFORMATION RELEASE:** The Fire Department will obtain prior Government approval from the NPS Superintendent for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.
- F. **LIABILITY PROVISION:** The Parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.