

PAL89MUT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: TOWN OF PALISADE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MUTUAL & AUTOMATIC AID -
FIRE DEPARTMENT HAZARDOUS MATERIALS AND EMERGENCY CALLS

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 1989

EXPIRATION DATE: NONE - ANNUAL REVIEW 60 DAYS PRIOR TO DECEMBER 31

DESTRUCTION DATE: NONE

*Copies to Dept Fire Dept
Palisade
Finance Dept.* } 3-22-89

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 15 day of March, 1989, by and between the City of Grand Junction, hereinafter "City", and Town of Palisade, hereinafter "Palisade".

WITNESSETH:

WHEREAS, the parties hereto maintain paid and/or volunteer fire departments, together with personnel and equipment and,

WHEREAS, it is and will continue to be of mutual benefit for each party to assist the other whenever necessary in providing additional fire department resources for the purpose of providing fire suppression and emergency medical care, and in turn to receive such assistance and,

WHEREAS, Palisade, along with the County of Mesa, has indicated in writing that it is not prepared or equipped for mitigation of hazardous materials incidents and have therefore requested assistance from the City's Hazardous Materials Response Team:

NOW THEREFORE, in consideration of the premises and mutual covenants, performances and agreements hereinafter set forth, it is mutually understood and agreed by and between the parties as follows:

[1] Definitions. The following terms shall be used in this agreement as hereinafter defined:

- a. Answering party: The party responding to an emergency call within the boundaries of the requesting party.
- b. Requesting party: The party requesting emergency assistance.
- c. Emergency calls: Calls for fire and/or medical assistance.
- d. Hazmat Incident: Any incident involving a substance or combination of substances which is or has the potential to be hazardous to public safety and health or that is a threat to the environment.

[2] Emergency Calls: Each of the parties agrees to respond to emergency calls within the boundaries of the other party upon request of the Fire Chief of said requesting party or his designated assistant, at any and all times, provided that it shall be entirely within the discretion of the Fire Chief of the answering party or his designated assistant as to what resources shall answer the request for assistance and whether or not, in any event, such assistance can be provided consistently with the safety and protection of the citizens and property of said answering party.

Each of the parties agree to answer emergency calls of the other party subject to the approval of each request for assistance by Fire Chief of the answering party or his designated assistant, as set forth in paragraph (2) above, without charge therefor, and with the express understanding that resources of said answering party shall be subject only to the liability, workman's compensation and/or other insurance of said answering party.

The equipment and employees of each of the parties, while engaged in performing any mutual aid service, activity or undertaking under the provisions of this agreement, shall have and retain all rights, privileges and immunity of and be deemed to be engaged in the service and employment of such party, notwithstanding that such mutual aid service is being performed in or for the other party.

Resources of the answering party shall remain, at all times, under the supervision and control of the answering party's Fire Chief or his designated assistant.

[3] Incident Command. It is agreed that an Incident Command System will be utilized by both parties. The party having jurisdiction shall initiate Incident Command and identify an Incident Commander at the incident scene. The answering party will report to incident command upon arrival for assignment. All activities by the answering party will be coordinated through incident command.

[4] Hazardous Materials Incidents. The City will respond to all hazardous materials incidents for Palisade. It is understood that some hazardous materials incidents can be mitigated by Palisade and do not require assistance by the City, therefore Palisades' senior fire officer may cancel response of the City by relaying factual information to an officer for the City (e.g., this is a small five gallon gasoline spill, Palisade will handle).

Palisade agrees to assume all responsibility and liability and hold the City harmless from all responsibility, claims, and liability for mitigation of any hazardous materials incident whereby Palisade cancels response of the City or whereby City personnel do not assume command at the scene.

The City agrees to provide hazardous materials first responder training to Palisade.

The City will bill the responsible party causing a hazardous materials incident pursuant to article 22, Title 29 C.R.S., for any incident to which the City responds. Direct costs incurred by Palisade will be included in said bill and reimbursed by the City to Palisade upon recovery of billed costs from the party causing the incident.

[5] Training of Public Education. Both parties agree to work cooperatively in areas of public relations, public education and emergency training and will attempt to involve each other in said activities.

[6] Term. This is a continuing agreement with and annual review not less than sixty (60) days prior to December 31 of each calendar year.

[7] Termination. Either party may terminate this Agreement by giving sixty (60) day written notice of termination to the other party. Said notice shall include the reason or reasons for termination of this agreement.

[8] Amendments. This agreement may be amended in writing by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

ATTEST:

Theresa F. Marting
City Clerk, Deputy

[Signature]
City Attorney

CITY OF GRAND JUNCTION, CO.

[Signature]
City Manager

[Signature]
Fire Chief

ATTEST:

Blenda F. Shanks
Town Clerk

Frank Spicer
Town Attorney

TOWN OF PALISADE, CO.

Larry McKeese
Mayor

T. Smogyi
Fire Chief