

**GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT / GRAND
JUNCTION FIRE DEPARTMENT / LANDS END RESPONSE FIRE
PROTECTION DISTRICT**

AUTOMATIC RESPONSE

MEMORANDUM OF AGREEMENT

This agreement made and entered into this 27th day of MARCH, 2003, by and between the Grand Junction Fire Department, the Grand Junction Rural Fire Protection District and the Lands End Response Team, hereinafter collectively referred to as the Parties;

WHEREAS, the Parties hereto provide fire and EMS services or, through contract, make provision for services; and

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

WHEREAS, response boundaries are likely to change as the Lands End Fire Protection District grows (and if such change is after the date hereof, then this agreement shall be renegotiated sixty (60) days before Lands End Response District seeks court approval of exclusion of any or all territory from the Grand Junction Rural Fire Protection District); 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, and demographic constraints, and other factors influencing the needs of their respective service areas; and

WHEREAS, the Parties hereto acknowledge that fire, rescue, disaster their service response and delivery or hazardous material incidents occur without prior warning, without a set pattern or frequency and without regard to life 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 by and 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 any other 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 each Party accordingly waiving any challenge to the sufficiency of such consideration, the Parties hereto agree as follows:

A. LEGAL DESCRIPTION OF AGREEMENT AREA:

A certain parcel of land being ALL of Sections 2, 3, 10, 11, 14, 15, 23 and 28 and being a portion of Sections 1, 12, 13, 24, 29, 32 and 33, Township 2 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 3, thence Easterly along the North line of Sections 3, 2 and 1 to a point being the Northeast corner of the West one-half (W ½) of said Section 1; thence Southerly along the East line of the West one-half (W ½) of said Sections 1, 12, 13 and 24 to a point being the Southeast corner of the West one-half (W ½) of said Section 24; thence Westerly along the South line of said Sections 24 and 23 to a point on the East line of said Section 33; thence Westerly through Sections 33 and 32, along a line being the Westerly projection of the South line of said Section 23 to a point on a line being the Southerly projection of the West line of said Section 15; thence Northerly along said line to a point being the Southwest corner of said Section 10; thence Northerly along the West line of said Section 10 and 3 to the Point of Beginning.

- B. AREAS NOT CONTEMPLATED BY THIS AGREEMENT WHICH IS COMMONLY KNOWN AND DESCRIBED AS:** Areas serviced by another fire protection district, areas serviced by BLM, areas not including an entity providing emergency service and areas where the boundary is not common between the two Parties to this agreement.
- C.** Each party shall verify on or before their respective service area checking for addresses that are incorrectly identified by the assessor's records and/or other documents or information. When and if such are discovered, the Parties shall take the steps necessary to correct the information of record.
- D.** This Agreement does not and shall not affect or impair any other agreement or contractual relationship of either Party one to another nor does or shall, it constitute a mutual aid agreement between the Parties for the balance of their respective service areas.

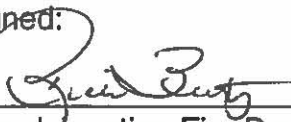
- E. This agreement is entered into pursuant to Colorado law.
- F. All of the privileges, immunities and limitations of liability, applications of, or exemptions from, laws, ordinances and rules and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity 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.
- G. This Agreement does not and shall not be deemed to relieve any Party, 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, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
- H. Any and all responding vehicles and/or apparatus shall be reasonably staffed by the party responding pursuant to this Agreement. Reasonable staffing shall be deemed to 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.
- I. 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 for themselves the necessary equipment and other capability required to utilize the Lands End Fire Protection District Tactical Channel, Repeater Transmitter #114.8 and Mobile Transmitter #159.285, Mobile Receiver #155.550 radio frequencies.
- J. The agencies agree to respond to the areas defined and agreed upon herein. The Grand Junction Regional Communication Center will automatically respond the Parties following current page or tone procedures.
- K. Transportation of patients in, or from, the areas defined by this Agreement will be performed as if within the Lands End Fire Protection District and, as such, Lands End Fire Protection District EMS operational procedures shall be followed. Private ambulance companies will be automatically dispatched to the defined area.
- L. 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 or claim to be in effect concerning any claims, demands, suits, actions, damages and causes of action.

- M. Each party shall bear its own responsibility for damage to equipment.
- N. Each party shall bear its own costs, expenses and responsibility for materials and/or supplies. If a patient is transported by Lands End, then Lands End shall replace and/or reimburse Grand Junction Fire Department for any and all medical supplies expended, used or consumed in the care or treatment of said patient(s).
- O. Dispatch fees for all agencies for responses to the automatic aid areas will be the responsibility of the authority having jurisdiction.
- P. Fuel, food and other costs of response for both agencies shall be borne by each agency respectively.
- Q. The Parties agree that the Grand Junction Fire Department Incident Command System will be used in the management of all emergency incidents occurring within the boundaries defined by this agreement.
- R. The senior ranking fire official (or their designee) from Grand Junction Fire Department who is on the scene of an incident, regardless of legal jurisdiction, shall assume the duties of Incident Commander.
- S. 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.

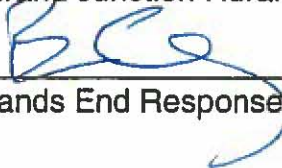
Signed:



Grand Junction Fire Department



Grand Junction Rural Fire Protection District



Lands End Response District

Dated:

3/27/03

3/27/03

3-25-03

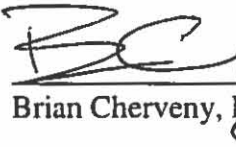
May 30, 2006

Paula Creasy
Grand Junction Regional Communication Center
625 Ute Ave.
Grand Junction, CO 81501

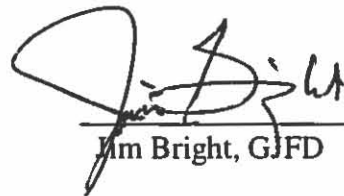
Dear Paula:

By mutual agreement between the Grand Junction Fire Department and the Lands End Fire Protection District, area Q and the adjoining automatic aide corridor should now be designated as only a Lands End Fire response area. Grand Junction Fire will only respond to this area when mutual aide is requested by Lands End. In addition both agencies agree to create a new automatic aide area for the intersection of Highway 141 (aka 32 Road) and Highway 50. Please make the necessary changes in CAD to reflect this agreement.

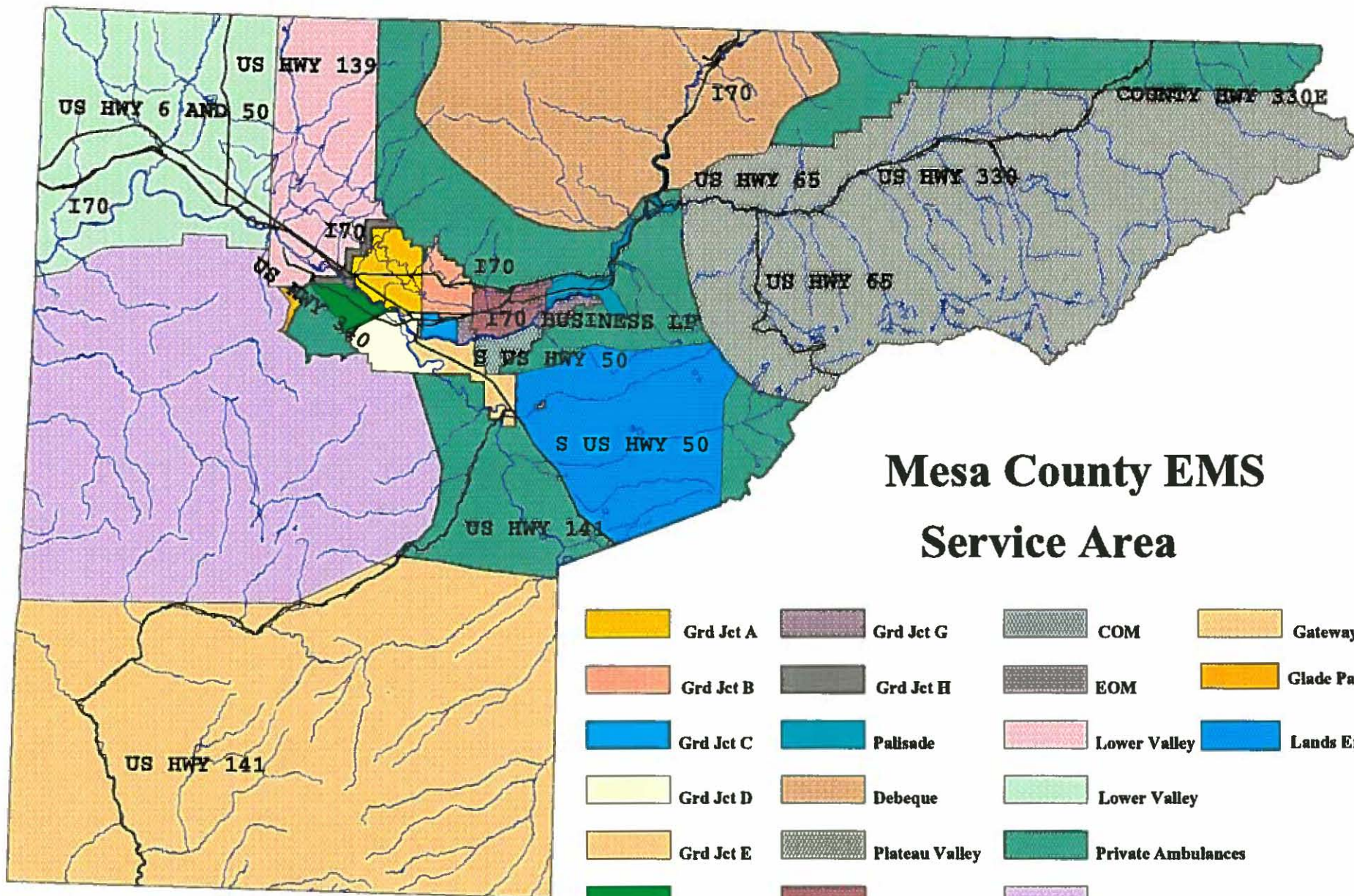
Sincerely,
























Brian Cherveney, LEFD 6/2/06
Date



Jim Bright, GJFD 5/30/06
Date



Mesa County EMS Service Area

	Grd Jet A		Grd Jet G		COM		Gateway
	Grd Jet B		Grd Jet H		EOM		Glade Park
	Grd Jet C		Palisade		Lower Valley		Lands End
	Grd Jet D		Debeque		Lower Valley		
	Grd Jet E		Plateau Valley		Private Ambulances		
	Grd Jet F		Clifton		Glade Park		