

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE AID BETWEEN FIRE DEPARTMENTS

THIS Agreement, made by and between the following parties:

Central Orchard Mesa Fire Protection District, a special district, ("Central Orchard Mesa");

City of Grand Junction Fire Department, a municipality, ("Grand Junction");

Clifton Fire Protection District, a special district, ("Clifton");

DeBeque Fire and General Improvement District, ("DeBeque");

East Orchard Mesa Fire Protection District, a special district, ("East Orchard Mesa");

Gateway-Unaweeep Fire Protection District, a special district, ("Gateway-Unaweeep")

Glade Park Volunteer Fire Department, ("Glade Park");

Grand Junction Regional Airport Authority, a special district ("Airport Authority").

Grand Junction Rural Fire Protection District, a special district, ("Grand Junction Rural");

Lands End Fire Protection District, a special district ("Lands End")

Lower Valley Fire Protection District, a special district, ("Lower Valley");

Palisade Fire Department, a municipality ("Palisade");

Palisade Rural Fire Protection District, a special district, ("Palisade Rural") and

Plateau Valley Fire Protection District, a special district, ("Plateau Valley")

WITNESSETH THAT:

WHEREAS, intergovernmental agreements to provide function or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by section 29-1-203 C.R.S (1986); and

WHEREAS, the parties hereto are each authorized to lawfully provide, establish, maintain, and operate fire fighting, emergency medical services, and other emergency services:

WHEREAS, nine of the fourteen parties hereto are authorized to lawfully provide ambulance services, including emergency and non-emergent medical transportation services, within their respective ambulance service areas (ASA); and

WHEREAS, each of the parties hereto maintain emergency equipment and equipment which can be used for non-emergency medical transportation services; and

WHEREAS, concurrent boundaries often result in more than one fire department responding to the same incident; and

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of each of the parties that it may have service of and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies and in providing non-emergency medical transportation services;

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this agreement;

WHEREAS, establishment of a cooperative aid agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of Mesa County;

WHEREAS, ambulance service providers are authorized and required to provide mutual aid to neighboring ambulance service areas pursuant to the Mesa County Ambulance and Emergency Medical Services Resolution; and

WHEREAS, each party agrees to adopt and utilize the National Incident Management System (NIMS) and agrees to enter agency information into the Colorado Emergency Resource Inventory Report.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the parties hereto as follows:

1. Provisions of Article 5, Title 29, of the Colorado Revised Statutes, as amended, are incorporated herein by this reference. The statute shall control in the event of a conflict between the statute and this agreement.
2. It is understood and agreed that this Agreement will provide for the joint exercise by the parties of the function or service provided herein, but will not establish a separate legal entity to do so, nor will it constitute any party as an agent of any other party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the parties toward the establishment of a common mutual goal as referenced in paragraphs 3.d and 3.h below.
3. For and in consideration of the promises herein contained, , each party agrees that in the event of fire, medical emergencies, or other emergencies in the territory served by one party that are beyond the capacity of that party to adequately control, whether due to use of its equipment at other places or the intensity of the emergency or otherwise, each party agrees, subject to the limitations herein set forth, that it will aid and assist

said party by causing and permitting their emergency equipment and personnel to be used in responding to emergencies or to calls for non-emergency medical transportation in the territorial area of said party (whether fire protection district, municipal boundary or ambulance service area (ASA); hereinafter referred to as "territorial area"). The need for such aid and assistance shall be determined by the Fire Department requesting assistance, subject to the following limitations:

- a. A party is not required to make equipment or services available to another party if its emergency equipment or personnel are needed or are already dedicated to uses within its own territorial area or that of another party pursuant to the terms of this Agreement, or in the event that the terms of subparagraph f apply. The decision of availability of equipment or personnel for mutual aid shall be made by the party requested to give cooperative aid and its decision shall be conclusive in its sole discretion.
- b. It is understood and agreed that each party's performance shall be subject to appropriation of funds by its City Council or other legislative board or body, and payment of such funds into the treasury of such party.
- c. By signing below, each party represents that it has the authority and approval of its respective executive and legislative governing body to provide the services called for herein, such that cooperative aid response by any party under this Agreement is hereby deemed to be approved by the respective executive and legislative governing bodies of the parties and such that actions pursuant to this Agreement shall require no further approval by responsible officials of any party.
- d. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from any other party, except for third party reimbursement under subparagraph h.
- e. Each party waives all claims and causes of action against all of the other parties for compensation, damages, personal injury, or death occurring as a consequence, direct or indirect, of performance under this Agreement.
- f. Each party shall maintain its equipment and organize its emergency response method with both personnel and equipment to the extent necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which the party is responsible. Neither party shall expect the other to respond to emergency calls where the emergency arises due to failure of such requesting party to organize available personnel or maintain equipment in proper working order and in sufficient quantity to meet the demands within its own boundaries.
- g. Each party agrees to allow any other municipal or quasi-municipal fire department to join in the Cooperative Aid Agreement after formal approval

- by its governing body and notification of such action to each of the other parties to the Agreement.
- h. Each party agrees that it will reasonably pursue all available legal reimbursements pursuant to state or federal laws for response to emergency incidents, occurring within its jurisdiction on behalf of all parties responding. Upon full or partial payment by the responsible entity, said party will distribute the reimbursement received in a fair and equitable manner to assisting parties based on their incurred and documented expenses for the incident. Cost recovery for hazardous materials incidents will be coordinated by the Designated Emergency Response Authority (DERA).
 - i. Nothing contained in this Agreement and no performance under this Agreement by personnel of the parties hereto, shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose or condition or requirements of employment. Workers' Compensation Coverage shall be structured in 29-5-109 C.R.S.
 - j. It is understood and agreed by the parties hereto that if any part, term, or provision of the Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
 - k. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of the Colorado Law, the Charters of the various parties and ordinances and regulations enacted pursuant thereto.
 - l. The Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder, without the prior written consent of all of the other parties, which consent shall not be unreasonably withheld.
 - m. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto and nothing contained in the Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the named parties that any person other than the

named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- n. Any party hereto may terminate this Agreement with or without cause upon thirty days prior written notice to each of the others.
- o. This Agreement shall be executed in counterparts each of which shall be deemed to be an original of this agreement.
- p. This Agreement shall not affect or impair any other agreement or contractual relationship of any or all of the parties.
- q. Any and all responding vehicles and/or apparatus shall be reasonably staffed by the party responding pursuant to the Agreement. Reasonable staffing shall include, but not be limited to a minimum of three fire fighters for each engine and two fire fighters or EMT's per ambulance/rescue vehicle and appropriately trained personnel for such other support equipment as may respond.
- r. The parties acknowledge that radio communication is necessary to the provision of fire fighting, emergency medical and/or disaster response and non-emergent medical transportation services and, therefore, the parties hereby agree to allow access to any and all of their radio frequencies, when operating under the terms of this Agreement.
- s. The senior ranking fire official from any agency who is on the scene of the incident, regardless 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

AREAS NOT CONTEMPLATED BY THIS AGREEMENT: Areas serviced by another fire protection district not a party to this Agreement, areas serviced by BLM, and areas not served by an entity providing emergency service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

15 Day of January, 2010

CENTRAL ORCHARD MESA FIRE PROTECTION DISTRICT

BY: [Signature], Fire Chief DATE: 10-22-2009

CITY OF GRAND JUNCTION FIRE DEPARTMENT

BY: [Signature], Fire Chief DATE: 10/23/09

CLIFTON FIRE PROTECTION DISTRICT

BY: Nent Johnson, Fire Chief DATE: 10-22-09

DEBEQUE FIRE AND GENERAL IMPROVEMENTS DISTRICT

BY: Nick Marx, Fire Chief DATE: 10-22-09

EAST ORCHARD MESA FIRE PROTECTION DISTRICT

BY: Rob Talbott, Fire Chief DATE: 12/22/09

GATEWAY-UNAWEEP FIRE PROTECTION DISTRICT

BY: [Signature], Fire Chief DATE: 1-15-10

GLADE PARK VOLUNTEER FIRE DEPARTMENT

BY: [Signature], Fire Chief DATE: 12-22-09

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

BY: [Signature] Dir. of Aviation DATE: 11-9-09

GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

BY: [Signature], Fire Chief DATE: 10/23/09

LANDS END FIRE PROTECTION DISTRICT

BY: [Signature], Fire Chief DATE: 10/29/09

LOWER VALLEY FIRE PROTECTION DISTRICT

BY: Frank Cavalieri, Fire Chief DATE: 10/22/09

PALISADE FIRE DEPARTMENT

BY: Richard Rupp, Fire Chief DATE: 10/22/09

PALISADE RURAL FIRE PROTECTION DISTRICT

BY: Richard Rupp, Fire Chief DATE: 10/22/09

PLATEAU VALLEY FIRE PROTECTION DISTRICT

BY: [Signature], Fire Chief DATE: 12/22/09