

GFD94RFP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

SUBJECT/PROJECT: FIRE RESPONSE, FIRE PREVENTION, FIRE INSPECTION, RESCUE AND EMERGENCY MEDICAL RESPONSE BY THE CITY WITHIN THE DISTRICT FOR THE PERIOD JANUARY 1, 1994 THROUGH DECEMBER 31, 1994

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 13th day of May, 1994, by and between the **Grand Junction Fire Department** (hereinafter "City") and the **Grand Junction Rural Fire Protection District** (hereinafter "District");

WITNESSETH:

THAT WHEREAS, for a considerable period of years the City and the District have cooperated to provide fire protection and related services within the district; and

WHEREAS, the parties desire to set out the general basis for providing fire response, fire prevention, fire inspection, rescue, and emergency medical response by the City within the district for the period January 1, 1994 through December 31, 1994;

NOW THEREFORE, in consideration of the premises and the mutual covenants to be observed by the parties, IT IS AGREED:

1. The City shall provide fire response, prevention, inspection, rescue, and emergency medical response and service within the District.
2. The District shall pay to the City, for services and the costs and expenses incidental to any and all services and responses, the sum of **\$908,764.00** payable as follows:

On or before June 1, 1994 the sum of \$454,382.00 and an additional sum of \$454,382.00 on or before December 1, 1994. The parties stipulate and agree that this payment arrangement requires that adjustments, if any, to the payments due to, or due from either party, shall be determined by an audit performed by the City, at the close of the City's fiscal year. Reimbursement due to the District or compensation due to the City, as detailed by said audit, shall be paid in 1994 and payment obligation shall be independent of a renewed service agreement, if any.

The above figure will be adjusted for actual 1993 fiscal figures based on audit records. The adjustment will be made prior to the June 1, 1994 payment date. Notification of the adjustment will be through addendum to this agreement.

3. The parties agree that utilization data generated shall be used to establish a percentage of services rendered within the District and within the City. Such data, in conjunction with application of an apportionment formula, shall provide the basis for the determination of the costs and expenses payable by the District under this service agreement. (See Exhibit attached hereto and incorporated by reference).

4. Should the District and/or the City desire to discontinue the City providing service under this agreement, either party may terminate the agreement by providing notice of such termination to the other party. Notice shall be in writing and sent certified mail to the address provided herein and shall be given at least six months prior to termination.
5. District owned equipment shall be routinely maintained by the City. The District and the City shall agree prior to any rebuilding, remanufacturing or non-routine maintenance work being performed on any such equipment.
6. The City agrees to provide the District with monthly activity reports. These reports shall detail the number and type of calls responded to by the City in the District. In addition, monthly equipment maintenance statements shall be sent to the District.
7. The parties agree that the equipment dispatched by the City to any call for service in the District, shall be within the sole discretion of the Fire Chief or his designee. The first response units for City and District incidents will be the same unless specialized or specific apparatus has been previously dispatched.
8. The parties agree that the City will administer and enforce in the District the most recent version of the Uniform Fire Code adopted by the District.
9. The City shall, for the term of this agreement, be authorized to act on behalf of the District in any and all land use applications, hearings, decisions and building and/or construction projects on which the District would be asked or required to review and/or comment, subject to the policies and guidelines adopted by the District.
10. The City will provide public liability insurance coverage protecting itself and the District from any and all claims and demands arising out of the operation of and discharge of the activities stated herein. The City will provide equipment and property damage insurance coverage for all City and District owned equipment utilized in the District to discharge the obligations of this agreement. The City does not provide errors and omissions coverage for the District Board.
11. The City agrees to indemnify and hold harmless the District for any and all claims, demands or causes of action for compensation for any loss, damage, personal injury, or death arising or occurring on consequence of the performance of this agreement.
12. The District agrees to indemnify and hold harmless the City for any and all claims, demands or causes of action for compensation for any loss, damage, personal injury, or death arising or occurring on consequence of the performance of this agreement. The District's obligation to indemnify and hold harmless the City, its officers, agents, and employees, shall not apply to liability or damages resulting from the negligence of the City's officers, agents, and employees nor to injuries covered by any workers compensation plan. This paragraph shall survive the termination of this agreement.
13. All previous agreements are terminated and this agreement represents the full and complete understanding of the parties.

14. The enforcement of this terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District and nothing contained in this agreement shall give or allow any claim or right of action by any other or third person to enforcement of this agreement. It is the expressed intention of the City and the District that any person, organization or entity receiving any benefits from this agreement shall be deemed to be incidental beneficiaries only.

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



CITY OF GRAND JUNCTION

by: Mark K. Achen

Mark K. Achen
City Manager
250 North 5th Street
Grand Junction, CO 81501

Attest:

Stephanie Nye

Stephanie Nye
City Clerk

GRAND JUNCTION RURAL FIRE
PROTECTION DISTRICT

by: William S. Killgore

William S. Killgore
President, Grand Junction Rural Fire District
Valley Insurance Agency
604 25 Road
Grand Junction, CO 81501

Attest:

Edward J. Kinnin

Secretary of the Board