

GJF98RFP

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

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 20th day of January, 1998, 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, 1998 through December 31, 1998;

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 **\$1,090,813** payable as follows:

On or before June 1, 1998 the sum of \$545,407 and an additional sum of \$545,407 on or before December 1, 1998. 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 1998 and payment obligation shall be independent of a renewed service agreement, if any.

The above figure will be adjusted for actual 1997 fiscal figures based on audit records. The adjustment will be made prior to the June 1, 1998 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 in 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 in 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. Enforcement of the 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.

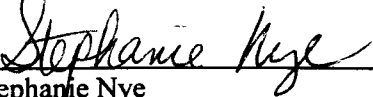
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above

CITY OF GRAND JUNCTION

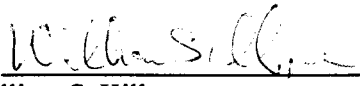


by: 
Mark K. Achen
City Manager
250 North 5th Street
Grand Junction, CO 81501

Attest:


Stephanie Nye
City Clerk

GRAND JUNCTION RURAL FIRE
PROTECTION DISTRICT

by: 
William S. Killgore
President, Grand Junction Rural Fire

District

Attest:


Secretary of the Board

Valley Insurance Agency
604 25 Road
Grand Junction, CO 81501

**Grand Junction Rural Fire Protection District
1998 Emergency Services Contract Worksheet**

Time Frame	Rural	City	Total Calls	Annual % Rural	Annual % City
91-92	1074	3429	4503	23.85%	76.15%
92-93	1092	3615	4707	23.20%	76.80%
93-94	1010	3708	4718	21.41%	78.59%
94-95	1096	4364	5460	20.07%	79.93%
95-96	1215	4592	5807	20.92%	79.08%
96-97	1313	4616	5929	22.15%	77.85%
Five Year Total / Average	6800	24324	31124	21.85%	78.15%

Rural 1998 Projection	5 Year Average Approach 21.85%	Last Year Approach 22.15%
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Cost Center	1995 Actual	1996 Actual	1997 Request	1997 Adjusted	1998 Proposed
Administration	157,900	247,466	250,692	437,999	323,767
(Operating Capital)	-	(2,988)	(1,500)	(170,056)	-
Emergency Medical Services	143,121	135,750	148,198	186,420	257,939
(Operating Capital)	(2,197)	-	-	(12,300)	(21,800)
Fire Suppression	3,407,447	3,535,054	3,675,224	3,462,618	4,078,890
(Hose and Supplies)	-	-	(5,687)	-	-
(City Equip. Accrual)	(108,676)	(137,683)	(154,184)	(139,179)	(154,899)
(City Vehicle Fuel)	(2,890)	(5,219)	(10,568)	(10,568)	(6,240)
(Operating Capital)	(2,590)	(32,074)	(23,323)	(13,223)	(181,668)
Fire Prevention	288,342	304,568	314,006	319,163	404,677
(Operating Capital)	(2,362)	(2,077)	(4,214)	(4,214)	(22,170)
Training Division	131,750	115,090	133,047	130,249	169,315
(Operating Capital)	(7,333)	(2,265)	-	-	(4,150)
Plant (Buildings)	106,675	91,778	100,713	105,860	105,060
(Operating Capital)	(33,038)	(7,477)	(15,022)	(15,022)	(5,752)
Health and Safety	4,605	3,244	5,000	5,000	4,050
Communications Center	67,186	79,296	84,755	87,780	100,892
Total	\$ 4,147,940	\$ 4,322,463	\$ 4,497,137	\$ 4,370,527	\$ 5,047,911

1996 Actual Revenue Adjustment		1996 20.07%
	Total	Rural Share
Ambulance Permits	\$ 34,308	\$ 6,886
Rescue Services (Amb. Tx)	11,458	\$ 2,300
Fire Suppression Services	-	\$ -
Fire Prevention Permits	24,296	\$ 4,876
False Alarm Fees	-	\$ -
Federal Reimbursement	1,142	\$ 229
Training	300	\$ 60
Total	\$ 71,504	\$ 14,351

1998 Projected Rural Contract Amount		
	5 Year Avg.	Previous Year
1998 Projected Contract	\$ 1,102,969	\$ 1,118,112
Rural Share of 1996 Rev.	\$ (14,351)	\$ (14,351)
Subtotal	\$ 1,088,618	\$ 1,103,761
1996 Contract Adjustment	(12,949)	(12,949)
Total Contract Amount - 1998	\$ 1,075,669	\$ 1,090,813

1996 Actual - Contract Adjustment		
	0	Pre. yr.
Actual	\$ -	\$ 4,322,463
Factor		20.07%
Total		\$ 867,518
Agreement	-	880,467
Difference		\$ 12,949

GRAND JUNCTION FIRE DEPARTMENT
Grand Junction Rural Fire Protection District - 1998 Agreement Budget Schedule

Org #	Label	1995 Revised	1995 Contract	1996 Budget	1996 Actual	1997 Contract	1997 Revised	1998 Proposed
Administration								
511	Fire Administration	157,900	157,900	338,220	247,466	419,360	437,999	323,767
	Operating Capital	-	-	-7,276	-2,988	(768)	(5,056)	-
	Major Capital	-	-	-8,500	-	(165,000)	(165,000)	-
512	Local Conference - Host	2,977	-	-	-	-	-	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
Subtotal		160,877	157,900	245,944	244,478	253,592	267,943	323,767
Emergency Medical Services								
522	Emergency Medical Services - Fire	52,229	52,229	58,566	45,166	58,172	49,441	83,359
	Operating Capital	-	(2,197)	-	-	-	-	-
	Major Capital	-	-	-11,000	-	(11,000)	(12,300)	(21,800)
5351	Emergency Med-Fire Non-Emerg-Trg	90,892	90,892	98,980	90,584	98,412	149,279	174,580
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
Subtotal		143,121	140,924	146,546	135,750	145,584	186,420	236,139
Fire Suppression								
521	Emergency Oper Administration-Fire	5,828	5,828	16,059	45,213	6,700	12,076	125,353
	Operating Capital	-	-	-10,759	-5,012	(1,000)	(6,054)	-
	Major Capital	-	-	-	-	-	-	(120,000)
5210	Emergency Oper Administration-Fire	3,316,291	3,316,291	3,258,754	3,257,383	3,394,674	3,329,876	3,521,339
	Operating Capital	-	-	0	0	-	-	-
	Major Capital	-	-	0	0	-	-	-
5211	Reserves-Fire Emerg Oper Admin	13,866	13,866	43,803	71,12	44,862	44,862	48,873
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
5213	Communications-Fire Emg Op Admn	3,065	3,065	9,500	7,723	8,588	6,133	1,150
	Operating Capital	-	(1,846)	-9,500	-7,723	(8,588)	(6,133)	(1,150)
	Major Capital	-	-	-	-	-	-	-
5214	Operations-Fire Emerg Oper Admin	162,250	162,250	221,844	212,921	205,955	204,928	273,158
	City Equipment - Accrual	-	(108,676)	-137,683	-137,683	(139,179)	(139,179)	(154,899)
	City Vehicle Fuel	-	(2,890)	-6,700	-5,219	(10,568)	(6,000)	(6,240)
	Operating Capital	-	(2,590)	-26,410	-19,339	(3,635)	(7,635)	(15,518)
	Major Capital	-	-	-	-	-	-	-
5230	Personnel -Fire Fighting	(121,500)	(121,500)	0	0	-	-	-
	Operating Capital	-	-	0	0	-	-	-
	Major Capital	-	-	0	0	-	-	-
5231	Equipment Repair-Fire Fighting	6,905	6,905	5,385	4,702	5,544	5,321	5,775
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
524	Specialized Rescue-Fire	20,742	20,742	-	-	25,023	24,423	103,242
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	(45,000)
Subtotal		3,407,447	3,291,445	3,364,293	3,360,078	3,528,376	3,462,618	3,736,083
Fire Prevention - Code Enforcement								
531	Fire Non-Emergent Administration	105,711	105,711	106,783	106,885	112,124	111,399	115,199
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
5311	Computers-Fire Non-Emerg Admin	2,747	2,747	3,086	4,162	3,213	3,076	2,989
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
5320	Personnel-Fire Non-Emergent Code Enf	40,931	40,931	58,668	59,286	59,746	59,926	144,692
	Operating Capital	-	-	-	-	-	-	(3,500)
	Major Capital	-	-	-	-	-	-	(15,800)
5330		39,574	39,574	53,001	53,999	54,848	54,848	51,014
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
5331	Public Information-Fire Non-Emerg	-	-	-	-	4,704	4,704	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53311	Print-Fire Non-Emerg-Pub Info	-	-	-	-	780	780	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53312	Television-Fire Non-Emerg-Pub Info	-	-	-	-	280	280	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53313	Radio-Fire Non-Emerg-Pub Info	-	-	-	-	156	156	-
	Operating Capital	-	-	-	-	-	-	-

GRAND JUNCTION FIRE DEPARTMENT
Grand Junction Rural Fire Protection District - 1998 Agreement Budget Schedule

	Major Capital	-	-	-	-	-	-	-
53321	Schools-Fire Non-Emerg-Pub Educ	-	-	4366	1720	160	2,076	2,166
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
533211	Private Sch-Fire Non-Emerg-Pub Educ	-	-	-	-	402	402	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
533212	Public Sch-Fire Non-Emerg-Pub Educ	-	-	-	-	1,038	1,038	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53322	Hosp/Nursing Hom-Fire Non-Emerg-Pub Ed	-	-	-	-	83	83	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53323	Businesses-Fire Non-Emerg-Pub Info	2,189	2,189	339	2860	3,308	8,228	8,376
	Operating Capital	-	(2,362)	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53324	Department Info-Fire Non-Em-Pub Ed	-	-	-	-	364	364	-
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53325	General-Fire Non-Emerg-Public Educ	8,748	8,748	10413	5231	8,056	9,616	7,490
	Operating Capital	-	-	-	-	(4,214)	(3,997)	(1,350)
	Major Capital	-	-	-	-	-	-	-
5333	Juvenile Fire-Setters-Fire Pub Educ	1,191	-	3131	2846	3,191	2,820	3,109
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
5340	Personnel-Fire Non-Emergent Sv Inv	88,442	88,442	67536	67579	66,710	66,755	69,642
	Operating Capital	-	-	-2049	-2077	-	-	(1,520)
	Major Capital	-	-	-	-	-	-	-
Subtotal		289,533	285,980	305,274	302,491	314,949	322,554	382,507
Training Division								
5350	Emergency Med-Fire Non-Emerg-Trg	131,750	131,750	124729	115090	130,249	128,454	169,315
	Operating Capital	-	(7,333)	-2500	-2265	-	-	(4,150)
	Major Capital	-	-	-	-	-	-	-
Subtotal		131,750	124,417	122,229	112,825	130,249	128,454	165,165
Plant (Buildings)								
52121	Station #1-Fire Emerg Oper Adm'n	68,700	68,700	41313	40865	44,339	45,634	42,159
	Operating Capital	-	(6,218)	-1200	-	(4,195)	(5,395)	-
	Major Capital	-	(26,280)	-	-	-	-	-
52122	Station #2-Fire Emerg Oper Adm'n	13,489	13,489	67115	16372	19,605	73,134	22,029
	Operating Capital	-	-	-19000	-	(500)	(7,500)	(1,460)
	Major Capital	-	-	-30000	-	-	(45,000)	-
52123	Station #3-Fire Emerg Oper Adm'n	12,597	12,597	30261	18836	26,331	36,692	24,106
	Operating Capital	-	-	-14900	-5052	(10,327)	(20,479)	(4,292)
	Major Capital	-	-	-	-	-	-	-
52124	Station #4-Fire Emerg Oper Adm'n	11,889	11,889	17303	15705	15,585	15,997	16,766
	Operating Capital	-	-	-2425	-2425	-	-	-
	Major Capital	-	-	-	-	-	-	-
Subtotal		106,675	74,177	88,467	84,301	90,838	93,083	99,308
Health & Safety								
5312	Physical Fitness-Fire Non-Emergent	6,925	6,925	4825	3244	5,000	4,681	14,050
	Operating Capital	-	(2,320)	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	(10,000)
Subtotal		6,925	4,605	4,825	3,244	5,000	4,681	4,050
Communications Center Charges								
	GJRCC - Dispatch Interfund Charge	67,186	67,186	81733	79296	87,780	87,951	100,892
Subtotal		67,186	67,186	81,733	79,296	87,780	87,951	100,892
Environmental Invest/Code Enforcem.								
5252	Hazmat DERA Services-Fire Emerg	37,269	-	52412	44659	-	54,097	38,019
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
5360	Admin-Fire Non-Emerg-Hazmat Support	56,082	-	55792	56551	-	57,264	59,557
	Operating Capital	-	-	-	-	-	-	-
	Major Capital	-	-	-	-	-	-	-
53612	SARA Contract-Fire Non-Emerg Sv Tr	7,185	-	11636	11595	-	11,552	18,077
	Operating Capital	-	-	-	-	-	-	(2,000)
	Major Capital	-	-	-	-	-	-	-
Subtotal		100,536	-	119,840	112,805	-	122,913	113,653
Youth Auxiliary Program								
537	Youth Auxiliary-Fire Non-Emergent	1,718	-	3288	971	-	2,921	1,878
	Operating Capital	-	-	-	-	-	-	-

GRAND JUNCTION FIRE DEPARTMENT
Grand Junction Rural Fire Protection District - 1998 Agreement Budget Schedule

Subtotal	Major Capital	-	-	3,288	971	-	2,921	-
Grand Total		4,415,768	4,146,634	4,479,151	4,435,268	4,556,368	4,679,538	5,163,442