

GJF99RFP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

SUBJECT/PROJECT: FIRE RESPONSE, PREVENTION, INSPECTION, RESCUE AND EMERGENCY MEDICAL RESPONSE AND SERVICE IN RURAL DISTRICT

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 19th day of MAY, 1999, by and between the **Grand Junction Fire Department** (hereinafter "City") and the **Grand Junction Rural Fire Protection District** (hereinafter "District");

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, 1999 through December 31, 1999;

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 1999 projected cost of service is \$1,081,352. Parties to this agreement understand that the District has only \$1,050,865 available to pay for such services. This represents a deficit of \$30,487 in the District's ability to fund the projected agreement. The City agrees to accept from the District \$1,050,865 as complete payment for the 1999 contract. **[The City agrees to in effect "gift" the sum of \$30,487 to the District for the year 1999.]**

Therefore; 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 **\$1,050,865** payable as follows:

On or before June 1, 1999 the sum of \$525,432 and an additional sum of \$525,432 on or before December 1, 1999. 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 1999 fiscal year. Reimbursement due to the District or compensation due to the City, as detailed by said audit, shall be paid in 1999 and payment obligation shall be independent of a renewed service agreement, if any.

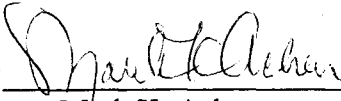
NOTE: Agreement figures are adjusted for 1998 actual revenues and expenditures.

3. The parties agree that utilization data kept and generated by the City 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 "Grand Junction Rural Fire Protection District 1999 Emergency Services Contract Worksheet" attached hereto and incorporated by this reference as if fully set forth).
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 District-owned equipment.
6. The City agrees to provide the District with monthly activity reports in a form determined by the City. 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 provided 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 operational control and be deployed by the sole discretion of the Grand Junction 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.

10. The City shall provide liability insurance coverage in amounts and with limits as determined solely by the City. The City shall name the District as an additional named insured under its policy(ies) affording coverage from any and all claims and demands arising out of the operation of and discharge of the activities stated herein. The City shall 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 and shall not provide errors and omissions coverage for the District Board.
11. The City agrees to indemnify and hold harmless the District for 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 that are not an action or actions of, or the result of an action or actions of, the District, its Board of Directors or the employees of the District and/or the Board..
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.
15. Venue for any action arising out of the performance or non-performance of this agreement or occurring out of or under this agreement shall be Mesa County, Colorado.

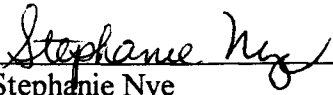
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day
and year first written above

CITY OF GRAND JUNCTION

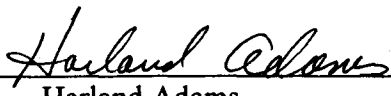
by: 
Mark K. Achen
City Manager
250 North 5th Street
Grand Junction, CO 81501



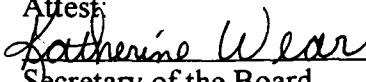
Attest:


Stephanie Nye
City Clerk

GRAND JUNCTION RURAL FIRE
PROTECTION DISTRICT

by: 
Harland Adams
President
Grand Junction Rural Fire District
2966 Sandra Av.
Grand Junction, CO 81504

Attest:


Katherine Wear
Secretary of the Board

**Grand Junction Rural Fire Protection District
1999 Emergency Services Contract Worksheet**

Time Frame	Rural	City	Total Calls	Annual % Rural	Annual % City
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%
97-98	1432	4994	6426	22.28%	77.72%
Five Year Total / Average	4634	17280	21914	21.15%	78.85%

Cost Center	1995	1996	1997	1998	1999
	Actual	Actual	Actual	Actual	Proposed
Administration	157,900	247,466	393,348	285,419	348,459
(Operating Capital)	-	(2,988)	(4,004)	-	-
(Major Capital)	-	-	(119,694)	(1,929)	-
Emergency Medical Services	143,121	135,750	162,256	209,352	250,496
(Operating Capital)	(2,197)	-	-	-	-
(Major Capital)	-	-	(12,278)	(32,558)	(11,300)
Fire Suppression	3,407,163	3,553,151	3,659,482	4,072,723	4,032,111
(Hose and Supplies)	-	-	-	-	-
(City Equip. Accrual)	(105,786)	(137,683)	(139,179)	(173,139)	(157,161)
(City Vehicle Fuel)	(2,890)	(5,219)	(5,141)	(6,490)	(6,490)
(Operating Capital)	(4,436)	(32,074)	(12,319)	(17,906)	(16,300)
(Major Capital)	-	-	-	(133,825)	-
Fire Prevention	289,533	304,365	315,109	386,105	404,187
(Operating Capital)	(2,362)	(2,077)	(4,386)	(5,736)	-
(Major Capital)	-	-	-	(15,144)	-
(Juvenile Fire Setter Prg.)	(1,191)	(2,846)	(1,603)	(2,748)	(3,228)
Training Division	131,750	115,090	133,952	73,367	165,027
(Operating Capital)	(7,333)	(2,265)	-	(4,278)	-
Plant (Buildings)	106,675	91,778	140,709	108,448	102,814
(Operating Capital)	-	(7,476)	(37,452)	(8,600)	-
(Major Capital)	(26,820)	-	(15,996)	(9,369)	-
Health and Safety	6,925	3,244	4,104	13,397	14,522
(Operating Capital)	(2,320)	-	-	(8,522)	(10,000)
Communications Center	67,186	79,296	84,828	100,892	104,130
Total	\$ 4,154,918	\$ 4,337,512	\$ 4,541,737	\$ 4,829,459	\$ 5,217,267
Adjusted Budget (- Prevention)					\$4,816,308
Adjusted Prevention Budget					400,959

1998 Actual Revenue Adjustment	1998	1998
	Total	Rural Share
Ambulance Permits	\$ 31,507	7,019.82
Rescue Services (Amb. Tx)	17,402	3,877.19
Fire Suppression Services	7,031	1,566.51
Fire Prevention Permits	33,818	7,534.54
False Alarm Fees	3,050	679.54
Federal Reimbursement	-	-
Training	1,921	428.00
Total	\$ 94,729	\$ 21,106

1998 Actual - Contract Adj.	
	1998
Actual	\$ 4,829,459
97/98 Factor	22.28%
Total	\$ 1,076,003
Projected	(1,102,969)
Difference	\$ (26,966)

1998 Projected Rural Contract Amount	
	Previous Year
Rural Share of 1998 Rev.	\$ 21,106
1998 Contract Adjustment	26,966
1999 Contract Adjustment +/-	\$ 48,071

14% of the total time spent by Fire Prevention occurred in the District. Therefore, 14% of total Fire Prevention cost is allocated to the District. 22.28% of emergency responses occurred in the District. Costs, other than Prevention, are allocated to the District at 22.28%

1999 Projected Rural Contract	
	Previous Year
1999 Projected Rural Contract	\$1,129,423
Rural Share of 1998 Revenue	\$ (21,106)
Subtotal	\$1,108,317
1998 Contract Adjustment	\$ (26,966)
Total Adjusted Contract - 1999	\$1,081,352
Rural Proposed Budget	\$1,050,865
Difference	\$ (30,487)

FIRE PREVENTION ACTIVITIES: CITY COMPARED TO RURAL DISTRICT-1998

ACTIVITY	TOTAL #	# IN CITY	% OF TOTAL IN CITY	# IN RURAL DISTRICT	% OF TOTAL IN RURAL DISTRICT
Company Inspections	2887	2483	86%	404	14%
Development Projects	217	161	74%	56	26%
Building Permits	299	270	90%	29	10%

PREVENTION BUREAU: TIME EXPENDED PER ACTIVITY-1998

ACTIVITY	% OF TOTAL TIME*	% OF TOTAL IN CITY*	% OF TOTAL IN RURAL DISTRICT*
Company Inspections	25%	22%	3%
Development Projects	25%	19%	6%
Building Permits	50%	45%	5%
Total Time Expended	100%	85%	14%

*For the Fire Prevention Bureau, approximately 25% of our time is expended on our yearly inspections(company inspections, reinspections, referrals, and hazard complaints). 25% is expended on new development projects(site plan reviews, major subdivisons, minor subdivisons, rezones, etc.). 50% is expended on building permits(including fire alarm, fire sprinkler, hood svstems. sprav booths. etc.).