

RFD01RFP

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, 2002 THROUGH DECEMBER 31, 2002

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 6th day of November, 2001, 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, 2002 through December 31, 2002;

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 projected 2002 allocation of costs for the District is \$ 1,167,070. Payment shall be made by the District to the City. On or before June 1, 2002 the District will pay the City \$583,535 and a final payment of \$583,535 on or before December 1, 2002.

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 2001 fiscal year. Reimbursement due to the District or compensation due to the City, as detailed by the result said audit, shall be paid in 2002 and payment obligation shall be independent of a renewed service agreement, if any.

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 2001 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.

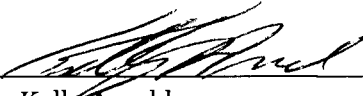
5. District owned equipment shall be routinely maintained by the City. The District and the City shall agree prior to any rebuilding, re-manufacturing or non-routine maintenance work being performed on District-owned equipment.
6. The City agrees to provide the District with monthly activity reports 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.

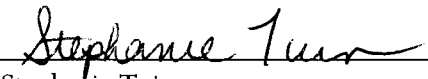
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above



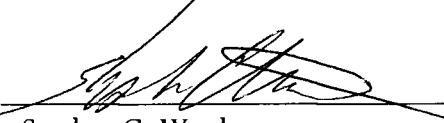
CITY OF GRAND JUNCTION

by: 
Kelly Arnold
City Manager
250 North 5th Street
Grand Junction, CO 81501

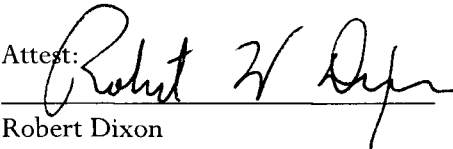
Attest:


Stephanie Tuin
City Clerk

GRAND JUNCTION RURAL FIRE
PROTECTION DISTRICT

by: 
Stephen C. Ward
President, GJRFPD
865 Gambel's Way
Grand Junction, CO 81505

Attest:


Robert Dixon
Secretary of the Board

Attachment: Cost Allocation Worksheet for 2001

Time Frame	Rural	City	Total Calls	Annual % Rural	Annual % City
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%
98-99	1344	5072	6416	20.95%	79.05%
99-00	1388	5425	6813	20.37%	79.63%
00-01	1417	5951	7368	19.23%	80.77%
Five Year Total / Average	2528	9208	11736	21.54%	78.46%

Cost Center	1997	1998	1999	2000	2001	2002	2003
	Actual	Actual	Actual	Current	Current	Proposed	Proposed
Administration	393,348	285,419	359,994	366,793	694,031	860,009	874,665
(Operating Capital)	(4,004)	-	-	(8,489)	-	-	(800)
(Major Capital)	(119,694)	(1,929)	(19,899)	(14,669)	(269,540)	(456,000)	(456,000)
Emergency Medical Services	162,256	209,352	190,908	219,967	230,630	266,801	283,854
(Operating Capital)	-	-	-	-	-	(4,100)	(3,674)
(Major Capital)	(12,278)	(32,558)	(7,980)	-	-	-	(14,000)
Fire Suppression	3,659,482	4,072,723	4,280,916	4,426,149	4,800,197	4,900,025	5,789,888
(Hose and Supplies)	-	-	-	-	-	-	-
(City Equip. Accrual)	(139,179)	(182,889)	(185,151)	(207,699)	-	-	-
(City Vehicle Fuel)	(5,141)	(4,128)	(4,385)	-	-	-	-
(Operating Capital)	(12,319)	(17,906)	(30,551)	(4,198)	(39,313)	(20,200)	(15,000)
(Major Capital)	-	(133,825)	(43,353)	(30,689)	(109,000)	(19,000)	(22,800)
Fire Prevention	315,109	386,105	407,405	324,314	347,262	378,752	391,610
(Operating Capital)	(4,386)	(5,736)	-	-	(1,082)	-	(3,999)
(Major Capital)	-	(15,144)	-	-	-	-	-
(Juvenile Fire Setter Prg.)	(1,603)	(2,748)	(2,681)	(3,073)	(5,517)	(12,070)	(10,684)
Training Division	133,952	73,367	106,758	131,907	174,039	183,801	185,031
(Operating Capital)	-	(4,278)	-	(3,050)	(4,853)	(3,655)	(800)
Plant (Buildings)	140,709	108,448	90,954	137,483	108,408	117,068	158,590
(Operating Capital)	(37,452)	(8,600)	-	-	-	-	-
(Major Capital)	(15,996)	(9,369)	-	(43,525)	(5,050)	(10,000)	(64,000)
Health and Safety	4,104	13,397	20,809	32,109	28,749	59,482	38,649
(Operating Capital)	-	(8,522)	(9,100)	(9,639)	(3,112)	(24,353)	(2,404)
Communications Center	84,828	94,000	95,965	121,781	128,344	142,293	151,577
Total	\$ 4,541,737	\$ 4,815,179	\$ 5,250,609	\$ 5,435,472	\$6,074,193	6,358,853	\$7,279,703
Adjusted Budget (- Prevention)			\$4,845,885	\$5,114,231	\$5,733,530	\$5,992,171	\$6,902,776
Adjusted Prevention Budget			404,724	321,241	340,663	366,682	376,927

2001 Revenue (District Share)	2001	2001
Ambulance Permits	\$ -	-
Rescue Services (Amb. Tx)	-	-
Fire Suppression Services	-	-
Fire Prevention Permits	-	-
False Alarm Fees	-	-
Federal Reimbursement	-	-
Training	-	-
Total	\$ -	\$ -

2001 Actual - Contract Adj.	2001	2001	2001
	Revised	\$0	\$ -
99-00 Factor	20.37%	4%	-
Total	\$ -	\$ -	\$ -
Projected			\$0
Difference			\$ -

2002 ESTIMATED Rural Contract Amount (Unadjusted for 2001)

	Previous Year
Rural Share of 2001 Rev. (Actual)	\$ -
2001 Contract Adjustment (Actual)	-
2001 Contract Adjustment +/-	\$ -

4% of the total time spent by Fire Prevention occurred in the District. Therefore, 4% of total Fire Prevention cost is allocated to the District.

2002 ORIGINAL CONTRACT

	Previous Year
2002 Projected Rural Contract	\$1,167,070

June 1, 2002 Payment	<u>\$ 583,535.21</u>
December 1, 2002 Payment Due	<u>\$583,535.21</u>