

RFP01FIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (MEMORANDUM OF AGREEMENT)**

NAME OF CONTRACTOR: GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

SUBJECT/PROJECT: TO PROVIDE FIRE RESPONSE, PREVENTION, INSPECTION, RESCUE AND EMERGENCY MEDICAL RESPONSE AND SERVICE WITHIN THE DISTRICT

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 26th day of June, 2000, 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, 2001 through December 31, 2001;

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 2001 allocation of costs for the District is \$ 1,165,291. Payment shall be made by the District to the City. On or before June 1, 2001 the District will pay the City \$582,646 and a final payment of \$582,645 on or before December 1, 2001.

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 2000 fiscal year. Reimbursement due to the District or compensation due to the City, as detailed by the result said audit, shall be paid in 2001 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.

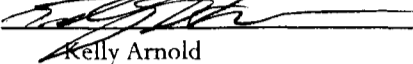
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above

CITY OF GRAND JUNCTION



Attest:

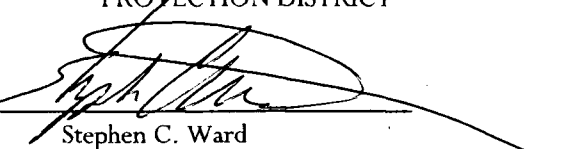
Stephanie Nye by Theresa J. Martinez
Stephanie Nye
City Clerk

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

GRAND JUNCTION RURAL FIRE
PROTECTION DISTRICT

Attest:

Katherine M. Wear
Katherine M. Wear
Secretary of the Board

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

Attachment: Cost Allocation Worksheet for 2001

Time Frame	Rural	City	Total Calls	Annual % Rural	Annual % City
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%
98-99	1344	5072	6416	20.95%	79.05%
99-00	1388	5425	6813	20.37%	79.63%
Five Year Total / Average	3624	13572	17196	21.07%	78.93%
Cost Center	1997 Actual	1998 Actual	1999 Actual	2000 Current	2001 Current
Administration	393,348	285,419	359,994	425,143	556,214
(Operating Capital)	(4,004)	-	-	(8,489)	-
(Major Capital)	(119,694)	(1,929)	(19,899)	(55,272)	(228,938)
Emergency Medical Services	162,256	209,352	190,908	213,742	229,969
(Operating Capital)	-	-	-	-	-
(Major Capital)	(12,278)	(32,558)	(7,980)	-	-
Fire Suppression	3,659,482	4,072,723	4,280,916	4,487,446	4,772,392
(Hose and Supplies)	-	-	-	-	-
(City Equip. Accrual)	(139,179)	(182,889)	(185,151)	(207,699)	-
(City Vehicle Fuel)	(5,141)	(4,128)	(4,385)	(7,536)	-
(Operating Capital)	(12,319)	(17,906)	(30,551)	(24,424)	(19,000)
(Major Capital)	-	(133,825)	(43,353)	(51,500)	(84,000)
Fire Prevention	315,109	386,105	407,405	399,691	346,156
(Operating Capital)	(4,386)	(5,736)	-	-	(1,082)
(Major Capital)	-	(15,144)	-	-	-
(Juvenile Fire Setter Prg.)	(1,603)	(2,748)	(2,681)	(5,360)	(5,517)
Training Division	133,952	73,367	106,758	144,048	174,039
(Operating Capital)	-	(4,278)	-	(3,050)	(4,853)
Plant (Buildings)	140,709	108,448	90,954	154,203	103,358
(Operating Capital)	(37,452)	(8,600)	-	-	-
(Major Capital)	(15,996)	(9,369)	-	(57,000)	-
Health and Safety	4,104	13,397	20,809	46,087	28,749
(Operating Capital)	-	(8,522)	(9,100)	(9,639)	(3,112)
Communications Center	84,828	94,000	95,965	121,781	128,344
Total	\$ 4,541,737	\$ 4,815,179	\$ 5,250,609	\$ 5,562,172	\$5,992,719
Adjusted Budget (- Prevention)			\$4,845,885	\$5,167,841	\$5,653,162
Adjusted Prevention Budget			404,724	394,331	339,557
Projected 2001 Services Cost					
Emergency Operations		\$1,151,708			
Fire Prevention		\$13,582			
2001 Services Cost Total		\$1,165,291			