

RFP96FIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: GRAND JUNCTION RURAL FIRE  
PROTECTION DISTRICT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 1997 FIRE  
PROTECTION (RESPONSE, PREVENTION, INSPECTION, RESCUE AND  
EMERGENCY MEDICAL RESPONSE AND SERVICE)

CITY DEPARTMENT: FIRE

YEAR: 1996

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 23rd day of December, 1996, 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, 1997 through December 31, 1997;

**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 **\$892,118** payable as follows:

On or before June 1, 1997 the sum of \$446,059 and an additional sum of \$446,059 on or before December 1, 1997. 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 1996 and payment obligation shall be independent of a renewed service agreement, if any.

The above figure will be adjusted for actual 1996 fiscal figures based on audit records. The adjustment will be made prior to the June 1, 1997 payment date. Notification of the adjustment will be through addendum to this agreement.

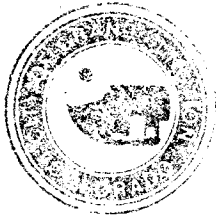
3. The parties agree that utilization data generated shall be used to establish a percentage of services rendered within the District and within the City. Such data, in conjunction with application of an apportionment formula, shall provide the basis for the determination of the costs and expenses payable 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*  
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:

*Deana LeSmith*  
Secretary of the Board

Grand Junction Rural Fire Protection District  
1997 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%
Five Year Total / Average	5487	19708	25195	21.78%	78.22%

Rural 1997 Projection	5 Year Average Approach 21.78%	Last Year Approach 20.92%
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Cost Center	1994 Budgeted	1994 Actual	1995 Budgeted	1995 Revised	1995 Actual	1996 Request	1997 Request	1997 Adjusted
Administration	262,697	253,932	256,401	199,876	157,900	246,541	250,692	419,360
(Operating Capital)	(6,200)	(5,852)	-	-	-	(7,408)	(1,500)	(165,768)
Emergency Medical Services	164,849	157,647	187,688	180,690	143,121	146,546	148,198	145,584
(Operating Capital)	(14,000)	(2,787)	(2,300)	(2,197)	(2,197)	-	-	-
Fire Suppression	3,501,403	3,201,333	3,402,980	3,469,141	3,407,447	3,602,943	3,675,224	3,691,346
(Hose and Supplies)	(6,300)	5,839	(5,304)	(5,300)	-	5,622	(5,687)	-
(City Equip. Accrual)	(118,063)	(107,828)	(120,127)	(120,126)	(108,676)	(152,268)	(154,184)	(139,179)
(City Vehicle Fuel)	(10,100)	(7,429)	(10,300)	(10,300)	(2,890)	10,300	(10,568)	(10,568)
(Operating Capital)	(1,900)	(2,221)	(1,900)	(9,734)	(2,590)	(23,556)	(23,323)	(13,223)
Fire Prevention	253,746	225,111	363,480	342,128	288,342	301,826	314,006	319,163
(Operating Capital)	(2,385)	(22)	-	(2,362)	(2,362)	(2,049)	(4,214)	(4,214)
Training Division	112,238	101,377	122,740	140,454	131,750	126,719	133,047	130,249
(Operating Capital)	(3,720)	(3,550)	(8,100)	(8,100)	(7,333)	-	-	-
Plant (Buildings)	106,413	83,679	160,216	107,848	106,675	112,176	100,713	105,860
(Operating Capital)	(8,612)	(6,371)	(59,959)	(28,823)	(33,038)	(27,400)	(15,022)	(15,022)
Health and Safety	11,101	4,231	12,258	7,789	4,605	4,825	5,000	5,000
Communications Center	72,389	62,732	69,040	71,000	67,186	81,635	84,755	87,780
<b>Total</b>	<b>\$ 4,313,556</b>	<b>\$ 3,959,821</b>	<b>\$ 4,366,813</b>	<b>\$ 4,331,984</b>	<b>\$ 4,147,940</b>	<b>\$ 4,426,452</b>	<b>\$ 4,497,137</b>	<b>\$ 4,556,368</b>

1995 Actual Revenue Adjustment	Total	Rural Share
Ambulance Permits	\$ 34,555	\$ 7,395
Rescue Services (Amb. Tx)	1,197	256
Fire Suppression Services	2,014	431
Fire Prevention Permits	25,789	5,519
False Alarm Fees	-	-
Federal Reimbursement	1,366	292
Training	981	210
<b>Total</b>	<b>\$ 65,903</b>	<b>\$ 14,103</b>

1995 Actual - Contract Adjustment	
Actual	\$ 4,147,940
1995 Factor	0.214
<b>Total</b>	<b>\$ 887,659</b>
Agreement	(924,468)
<b>Difference</b>	<b>\$ (36,809)</b>

1997 Projected Rural Contract Amount		
	5 Year Avg.	Previous Year
1997 Projected Contract	\$ 992,292	\$ 953,330
Rural Share of 1995 Rev.	(14,103)	(14,103)
<b>Subtotal</b>	<b>\$ 978,189</b>	<b>\$ 939,227</b>
1995 Contract Adjustment	(36,809)	(36,809)
<b>Subtotal</b>	<b>941,380</b>	<b>902,418</b>
1996 Fuel Cost Correction	(10,300)	(10,300)
<b>Total Contract Amount - 1997</b>	<b>\$ 931,080</b>	<b>\$ 892,118</b>