

RFP99FIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

SUBJECT/PROJECT: FIRE PROTECTION AND RELATED SERVICES
WITHIN THE 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 15th day of December, 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, 2000 through December 31, 2000;

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 2000 allocation of costs for the District is \$1,133,788. Payment shall be made by the District to the City. On or before June 1, 2000 the District will pay the City \$566,894 and a final payment of \$566,894 on or before December 1, 2000.

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 the result said audit, shall be paid in 2000 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 2000 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*
Mark K. Achen
City Manager
250 North 5th Street
Grand Junction, CO 81501



Attest:

Stephanie Nye
Stephanie Nye
City Clerk

FIRE

GRAND JUNCTION RURAL

PROTECTION DISTRICT

by: *Harland Adams*
Harland Adams
President
Grand Junction Rural Fire

District
Attest:
Lark Wear
Secretary of the Board

2966 Sandra Av.
Grand Junction, CO 81504

Attachment: Cost Allocation Worksheet for 2000

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%
Five Year Total / Average	3624	13572	17196	21.07%	78.93%

Cost Center	1997	1998	1999	2000	2001
	Actual	Actual	Revised	Proposed	Proposed
Administration	393,348	285,419	386,967	522,304	494,755
(Operating Capital)	(4,004)	-	-	(5,754)	-
(Major Capital)	(119,694)	(1,929)	(74,115)	(130,000)	(100,000)
Emergency Medical Services	162,256	209,352	221,603	220,358	225,466
(Operating Capital)	-	-	-	-	-
(Major Capital)	(12,278)	(32,558)	(11,300)	-	-
Fire Suppression	3,659,482	4,072,723	4,207,332	4,477,837	4,951,057
(Hose and Supplies)	-	-	-	-	-
(City Equip. Accrual)	(139,179)	(182,889)	(185,151)	(219,699)	(221,352)
(City Vehicle Fuel)	(5,141)	(4,128)	(5,010)	(5,380)	(5,541)
(Operating Capital)	(12,319)	(17,906)	(42,374)	(15,500)	(19,000)
(Major Capital)	-	(133,825)	(45,000)	(51,500)	(84,000)
Fire Prevention	315,109	386,105	343,677	317,110	324,089
(Operating Capital)	(4,386)	(5,736)	-	-	(1,082)
(Major Capital)	-	(15,144)	-	-	-
(Juvenile Fire Setter Prg.)	(1,603)	(2,748)	(3,228)	(4,392)	(4,522)
Training Division	133,952	73,367	233,114	162,659	169,681
(Operating Capital)	-	(4,278)	-	(3,050)	(4,853)
Plant (Buildings)	140,709	108,448	121,527	139,133	108,358
(Operating Capital)	(37,452)	(8,600)	-	-	-
(Major Capital)	(15,996)	(9,369)	(24,000)	(33,000)	-
Health and Safety	4,104	13,397	33,012	34,484	28,749
(Operating Capital)	-	(8,522)	(9,559)	(9,846)	(3,112)
Communications Center	84,828	94,000	116,317	120,444	127,219
Total	\$ 4,541,737	\$ 4,815,179	\$ 5,263,812	\$ 5,516,208	\$ 5,985,912
Adjusted Budget (- Prevention)			\$4,923,363	\$5,203,490	\$5,667,427
Adjusted Prevention Budget			340,449	312,718	318,485

1999 Revenue (Estimated)	1999	
	Total	Rural Share
Ambulance Permits	\$ 32,000	7,129.60
Rescue Services (Amb. Tx)	16,000	3,564.80
Fire Suppression Services	70	15.60
Fire Prevention Permits	29,000	6,461.20
False Alarm Fees	2,000	445.60
Federal Reimbursement	-	-
Training	-	-
Total	\$ 79,070	\$ 17,617

1999 Estimated Contract Adjustment (1999 Revised)	1999		1999
	1999	1999	1999
Revised	\$4,923,363	\$ 340,449	
97-98 Factor	22.28%	14%	
Total	\$ 1,097,145	\$ 47,663	\$ 1,144,808
Projected			\$1,129,423
Difference			\$ (15,385)

2000 Projected Rural Contract Amount	
Rural Share of 1999 Rev.	Previous Year \$ 17,617
1999 Contract Adjustment	(15,385)
1999 Contract Adjustment +/-	\$ 2,232

2000 Projected Rural Contract	Previous Year \$1,133,788
2000 Projected Rural Contract	\$1,133,788
Estimated 1999 Adjustment	\$ (2,232)
Estimated 2000 Adjusted Contract	\$1,131,556

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.