

RMG97RFP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ROCKY MOUNTAIN GROUP

STREET ADDRESS / PARCEL NAME / SUBDIVISION: RURAL FIRE
PROTECTION COST SHARE ANALYSIS CITY RFP NO 30-97 CONSULTING
SERVICES

CITY DEPARTMENT: FIRE

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

City of Grand Junction
Administrative Services Department
Purchasing Division

2549 River Rd. * Grand Junction, CO. 81505-7209 * Phone (970) 244-1533 * Fax (970) 244-1427

SERVICE AGREEMENT FOR INDEPENDENT CONTRACTOR

This Service Agreement is made and entered into this 25th day of June 1997 by the City of Grand Junction, 250 North 5th Street, Grand Junction, Colorado 81501, herein known as CITY, and, Rocky Mountain Group, P.O. Box 1592, Carbondale, CO. 81623, herein known as CONTRACTOR.

Article I. Term of Agreement.

This Agreement for Services shall begin on June 30, 1997, and continue until November 14, 1997, unless sooner terminated for any reason by written notice of termination by either party to the other. Such notice shall become effectively personal service, or mailing to the address of the other, postage prepaid. In the event of termination, compensation shall be paid by City to Contractor for service provided prior to date of termination.

Article II. Duties - Relationships between Parties

- 2.1 Contractor Services:** Contractor shall perform the services on the behalf of the City of Grand Junction Fire Department as specified:
- a. *Project Identification:* Rural Fire Protection Cost Share Analysis, City RFP No. 30-97.
 - b. *Scope of Services:* Contractor will perform Consulting Services as described in City's Request for Proposals No. 21-97, all as more particularly described in the Contractor's Proposal dated May 7, 1997 attached hereto as Exhibit "A" and incorporated herein by this reference as if fully set forth.
- 2.2 Contractor Status:** It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing an employment relationship. The Contractor shall perform as an independent contractor; the Contractor shall not be eligible for any benefits or be subject to the rules and procedures contained in the City's Personnel Manual applying to City employees.
- 2.3 Authority of City's Project Coordinator:** The Project Coordinator shall be designated as the City's representative, authorized to act on behalf of the City with respect to the project. The Project Coordinator will be a City employee empowered buy the City Manager to administer this Agreement. The Project Coordinator shall render decisions in a timely manner pertaining to the work purposed and performed by the Contractor in order to insure the orderly and sequential progress of the Contractor's services.

Article III. Legal Relations and Responsibilities to the Public.

3.1 Insurance.

- 3.1.1 The Contractor shall carry the following minimum insurance with the City as a named insured with primary coverage as respects the same, containing a severability of interests provision. Each and every policy of the Contractor shall be primary insurance and any insurance carried by the City, its officers or employees shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall not be relieved of any liability, claims, demands or other obligations by reason of its failure to procure or maintain insurance in sufficient amounts, durations and types.
- A. Workers' Compensation and Employer's Liability Including Occupations disease coverage in accordance with scope and limits as required by the State of Colorado or the state in which the Contractor is a legal resident or the firm is registered.
 - B. Commercial General Liability, "occurrence form," with minimum limits of FIVE HUNDRED THOUSAND (\$500,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.
 - C. Commercial Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) combined single limit per accident.
- 3.1.2 Contractor shall provide the City Purchasing Agent with certificates evidencing the existence of required insurance prior to commencement of any work.

3.2 Termination and Assignment of Agreement.

- 3.2.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 3.2.2 The City may for any reason whatsoever terminate performance under this Agreement by the Contractor for convenience. The City shall give the Contractor a written termination notice specifying when termination becomes effective. The City and the Contractor shall agree on compensation due the Contractor because of termination for convenience.

3.3 Disputes.

Except as otherwise provided in this Agreement, any dispute concerning a question of fact or law arising under this Agreement which is not disposed of by the terms of the Agreement, shall be decided,

governed, construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, and the State of Colorado.

3.4 Sub-Contractors.

The Contractor may retain sub-contractors on an "as required" basis, provided that the sub-contractors selected and the rates to be paid are given prior written approval by the City. The Contractor shall not incur cost, expense or debt for or on behalf of the City.

3.5 Adjustment to Contract Price.

In conformance with the terms and conditions provided, the Agreement price is a firm fixed fee and shall not be adjusted. No reimbursable expenses are provided for under this Agreement.

3.6 Release of Information.

All reports, drawings, plans, data, studies, memoranda, computation sheets and other documents assembled by, prepared by, or furnished by the Contractor(s) in connection with this Agreement shall be the property of the City and shall be available to the City for use in conjunction only with the building which is the subject of the project. The Contractor shall not be liable for use of the documents on any other project. Copies of said documents may be retained by the Contractor but shall not be made available to any other individuals or organizations without the prior written approval of the City.

3.7 Payment.

All invoices shall be submitted by the Contractor to the City's designated Project Coordinator (see defining Section 6.2), Rick Beaty, City of Grand Junction Fire Chief, for review, approval, payment pursuant to the terms of this Agreement. The Contractor shall submit its billings such that the cost for each activity or task contained in the Agreement shall be separately shown. Upon approval thereof by the Project Coordinator, the City will pay the appropriate amount of each invoice to the Contractor within thirty (30) days of receipt of invoice.

3.8 Entire Agreement.

This Agreement and Exhibit "A" attached hereto represent the entire Agreement between the City and the Contractor and supersedes any prior communications, negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Contractor and the City.

3.9 Governing Law.

This Agreement shall be governed, construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County, State of Colorado. Venue for any action brought or arising under this Agreement shall be in Mesa County, Colorado.

Article IV. Compensation.

The City shall pay the Contractor for services performed and accepted under the terms and conditions of this Agreement a total not to exceed *Seventeen Thousand Five Hundred Dollars and no cents* (\$17,500.00).

This amount shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. The scope of services and payment thereof shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

Article V. Hold Harmless.

The Contractor agrees to indemnify and hold harmless the City of Grand Junction, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any workers compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

City of Grand Junction

By: Mark K. Achen

Mark K. Achen, City Manager



Attest: Theresa Martinez

Theresa Martinez, Deputy City Clerk

Rocky Mountain Group

By: Malcolm R. Smith

Malcolm R. Smith, CCIM.

Witness: Sharon D. Smith

Title: Secretary

Exhibit "A"

ROCKY MOUNTAIN GROUP ■ *Strategic Planning and Consulting*

Post Office Box 1592
Carbondale, Colorado 81623
Telephone 970-963-8646

May 7, 1997

City of Grand Junction
Administrative Services Department
Purchasing Division
2549 River Road
Grand Junction, Colorado 81505-7209
Attn: Mark R. Smith, CPPB, Purchasing Agent

**RE: RFP No. 21-97: City of Grand Junction and Grand Junction Rural Fire
Protection - - Cost Share Analysis**

Dear Mr. Smith:

Thank you for the opportunity to submit our proposal for the study concerning the cost share analysis for the City of Grand Junction, Grand Junction Fire Department and Grand Junction Rural Fire Protection District. We have prepared our proposal consistent with the suggestions delivered to us in your *Request For Proposal, No. 21-97*, dated April 3, 1997 ("*RFP 21-97*" or "*Request*"), together with the supplemental information delivered to us on April 4, 1997 by Grand Junction Fire Chief Ricky D. Beaty.

This Cover Letter is in response to and in compliance with Section 6.1 of your *Request*, and we are pleased to state that we are exceptionally interested in providing the services requested by *RFP No. 21-97* for several reasons: First, we feel that we are the premier planning and consulting firm working on the Western Slope of Colorado in this area; Secondly, we have a special experience and interest in fire districts themselves; and most importantly, we are committed to performing in a professional and timely manner. We value our unique reputation in working on behalf of fire districts and we are excited to add the City of Grand Junction to our references. Malcolm R. Smith, Principle of our firm, will personally remain responsible for this project and will be the contact person with your City staff and who will also make all presentations on behalf of the firm. He is also authorized to make all binding agreements and commitments on behalf of this firm.

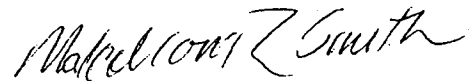
The extensive professional qualifications of Mr. Smith are stated in his *Resume'*, attached and included herewith.

In addition, we have followed herein exactly your Section 6.0, "*Proposal Format*" by the suggested subsection numbers and order, including for your review, our Strategy and Implementation Plan, a Time Schedule, a summary of our firms's experience, our References, our expectations for data, facility and equipment requirements from you and necessary availability, our professional fee requirements, and such other and additional information and data as you have requested, and as we feel may be relevant.

Our professional affiliations and experience locally, statewide and nationally, will provide both yourselves and your constituents with the widest possible scope of knowledge as a foundation for the study and its conclusions. We are proud of our previous work on behalf of fire districts and we are eager to share our expertise with the City of Grand Junction, Colorado.

We are anxious to commence the work and look forward to meeting with your representatives soon. We sincerely appreciate your consideration. Please do not hesitate to contact me personally at telephone 970-963-8646 in order to discuss our proposal or answer any further questions that you may have.

Very truly yours,

A handwritten signature in cursive script that reads "Malcolm R. Smith".

Malcolm R. Smith

MRS/mic
Encls.

**CONFIDENTIAL PROPOSAL SUBMITTED TO
CITY OF GRAND JUNCTION, COLORADO
PURCHASING DIVISION**

**RFP 21-97
COST SHARE ANALYSIS:**

**GRAND JUNCTION FIRE DEPARTMENT
AND
RURAL FIRE PROTECTION DISTRICT**

**A Statement Of Qualifications
Pursuant To RFP 6.0**

May 7, 1997

Presented By:

**Rocky Mountain Group
Malcolm R. Smith, CCIM
Post Office Box 1582
Carbondale, Colorado 81623**

6.2 Qualifications of Key Personnel:

RESUME

MALCOLM R. SMITH,

Mr. Smith is a recognized expert in all facets of real estate and related entity study, planning and consultation. He is a licensed Colorado Real Estate Broker, licensed as a real estate broker also in the State of Florida, and is a Certified Commercial Investment Member, specializing in commercial real estate. As one of only 3500 Certified Commercial Investment Members ("CCIM"), sanctioned by the Commercial Investment Real Estate Institute, Chicago, Illinois, he is regularly involved in large commercial real estate transactions and consultations.

In Colorado, in addition to his commercial real estate brokerage association at Re-Max affiliated, The Real Estate Corner, Carbondale, Colorado, he is President and owner of Rocky Mountain Group, Carbondale, Colorado, a strategic planning and consulting firm. Rocky Mountain Group performs Fiscal Impact Studies, Master Plans and general planning and consulting for municipalities and Special Districts in Colorado and the state of Florida. Mr. Smith has been invited to speak before the Colorado Legislature on the subject of impact fees, and he has appeared as guest speaker for the Special District Association Conference, 1996. Malcolm is presently engaged to prepare a Master Plan for Roxborough Park, Colorado Metropolitan District, together with a Fiscal Impact Study and a Feasibility Study to determine appropriate new commercial growth to the area of Roxborough Park, Colorado.

Mr. Smith has over 15 years of experience in performing financial feasibility analyses of development and growth alternatives for private developers and governmental entities. He has studied and evaluated numerous interpretive trends, with an emphasis in assessing options for future decision-making processes.

Mr. Smith is also the President/Owner of Rocky Mountain Property Tax Consultants, Inc., Carbondale, Colorado. RMPTC serves its clients in the analysis and research of residential and commercial property tax and valuations for private owners in Pitkin, Garfield and Eagle Counties.

Malcolm is also currently retained as a consultant for Coors Brewery Company, Golden, Colorado, engaged to review and recommend corporate, commercial leases for the entire Western Slope of Colorado.

Malcolm holds a BA in Human Resources Management from Pepperdine University, California, and he is a retired Commander in the United States Coast Guard, where he served in Alaska, Viet Nam, and the Gulf Coast. He has been qualified as an expert witness in United States Courts. He currently serves as a Director of the Carbondale Chamber of Commerce, and is also a member of the Economic Development Council for the Chamber and the Town of Carbondale.

6.3 Strategy and Implementation Plan:

RFP 21-97 seeks information and answers. Accomplishment of that goal requires analysis and study, we call the process and the result simply a "Study". The primary purpose of our Study is to provide a basis for and a plan for the City of Grand Junction Fire Department (GJFD) to continue to serve the Grand Junction Rural Fire Protection District, and to do so professionally and profitably. This Study will identify the growth related issues affecting the City of Grand Junction and its Fire Department and the Grand Junction Rural Fire Protection District and will explain and provide the various choices of action concerning those issues. These choices or options are meant to aid the City of Grand Junction in its decision-making process for the future as the City and its fire department face and absorb new growth. It is also the intent of such a Study to examine and present findings on the various options for the management and operation of GJFD as it continues operations to serve the City of Grand Junction and the rural district.

RFP, Section 4.2 states that the objective of the *RFP 21-97* is to enter into a contract: (1) to evaluate whether the City is adequately recouping its costs to provide the current level of services; (2) to prepare criteria that can be used to evaluate cost-share options; and, (3) to prepare options for services that the City might provide in the future, with input on how to cost and charge for the services.

Our interpretation of that objective is that the City of Grand Junction is critically aware of its "growth problems," and now seeks professional assistance in meeting its responsibilities to discharge its fire protection duties in view of new growth and changing trends. It is a classic problem in both the urban and rural West. We have seen it before and we have studied it before. For us, the key words of the objectives of *RFP 21-97* are, "evaluate," "evaluate," and "provide options." The primary concern of the City seems to be recouping the cost of the services provided, and the fair or just method of allocation of those costs between the City of Grand Junction and the Grand Junction Rural Fire Protection District. This is the challenge to GJFD.

Our strategy to satisfy that objective would begin with a substantial information gathering effort of the data and facts reflecting the actual current costs and reimbursements, and would continue through a comparison of other well-known and standardized schedules of such costs and expenses, and the necessary study and evaluation in order to arrive at well-reasoned conclusions. It is essentially much like a Fiscal Impact Study. We have performed several of those for other fire districts. The project is also similar to the study that is necessary before a fire district, or any other special district, can assess special impact fees. Fire districts have and do now collect impact fees from new growth. These fees are collected from new residential, industrial, and commercial growth, usually at a time when a building permit is granted. Subsequently, such fees are used by the responsible district for such projects as capital expenditures and bond debt retirement.

Throughout the nation, such analyses are routinely done by strategic planners and consultants based upon the Rational Nexus theory. We alone on the Western Slope of Colorado are expert at this analysis. The key words of the objectives of your *RFP*, "evaluate," "evaluate," and "provide options," have been our tools throughout our experience. Therefore, we feel that we are uniquely qualified to achieve the goals and objectives of your *RFP*.

Some, although certainly not all, of the steps and tasks that we would implement include:

- Meetings and conferences with fire department personnel and city supervisors in order to secure sufficient information and data to support our findings.
- Prepare a model of the current fiscal structure of the GJFD, using the actual budgets or audited reports to trace how funds are received and expended.
- Analysis of the present capital budget and other funds available for capital improvements.
- Analysis, through existing information, an updated census and demographic study of the Grand Junction area and the rural area of fire protection service.
- Examine GJFD telephone call history and response actions and trends, broken down by gross numbers and incidents over the past three years.
- Review GJFD training programs and the "Standard of Care" provided to the citizens of Grand Junction and the rural area served.
- Review GJFD's ISO rating and determine current deliverable fire flow and compare with ISO fire flow requirements.
- Evaluate the GJFD service provided as compared to the most current NFPA standards, including the NFPA 1500 safety standards for all US fire departments.

Our schedule of costs for items 1, 2, and 3 listed in Section 4.2, "Objectives of RFP," as required by *RFP* Section 5.2, Item A, is necessarily an estimate. The estimate is based upon an approximation of the time and resources commitment for the accomplishment of each task, and the natural assumption that as work progresses on any project, efficiency improves and the coordinated efforts require less time. The approximation is expressed in percentage of the total effort as follows: Item 1 - 50%; Item 2 - 25%; Item 3 - 25%. Our total cost of \$17,500.00 for all items is reflected in Section 6.8 Fees.

6.4 Time Schedule:

The RFP indicates, at Section 4.4, that the award for the contract for the services may be expected to be made by the City Council on June 4, 1997. If awarded the contract on June 4, 1997, we would expect to commence work immediately. Ordinarily, we stage our work on this type of project in three parts: First Draft, Review Draft, and Final Report, with time requirements for each stage being approximately 60 days, 30 days, and 30 days. Therefore, we would expect to submit First Draft on or about August 4th, Review Draft on or about September 4th, and Final Report on or about October 4, 1997.

6.5 Firm Experience:

Rocky Mountain Group is a planning and consulting firm based in Carbondale, Colorado, with production offices in Florida and affiliate offices in Denver, Colorado. We have deep experience in planning and consulting with and for local governments and authorities and their sub-agencies, including our specialty of performing Fiscal Impact Studies for fire departments and fire protection jurisdictions in Colorado and also in other states. With proven past experience in fiscal impact fee studies in the state of Florida and now in Colorado, our professionals submit reports that are finite and complete from beginning to end, including, when requested, recommended Impact Fee Ordinances. Additional services provided by Rocky Mountain Group include: study of revenue issues, planning issues, master and capital improvement plans; obtaining mill levy increases, supporting bond issues and grant money distribution studies; lowering ISO ratings, and recently, studying and proposing "de-Brucing" resolutions.

We are currently engaged by a major, suburban, Front Range Metropolitan District to study and prepare a Master Plan for Fire and Emergency Rescue Services. We are retained by attorneys and lawfirms to study the economic consequences of certain special district contracts, and for consultation and litigation support in the valuation of contracts and to assist in their re-negotiation. In this near-geographic area, we have performed Fiscal Impact Studies in 1995 for the Lower Valley Fire Protection District, Mesa County, Colorado, and in also in 1995 a Fire District Impact Fee Calculation Study for the Crested Butte Fire Protection District. We have also prepared impact studies for the Animas, Colorado Fire Department and the Carbondale and Rural Fire Protection District.

6.6 References:

Board of Directors
Roxborough Park Metropolitan District
6222 North Roxborough Park Road
Littleton, Colorado 80125

Fire Chief
Lower Valley Fire Protection District
Fruita, Colorado

Carbondale and Rural Fire Protection District
300 Meadowood Drive
Carbondale, Colorado 81623
Fire Chief Ronald Leach

Richard L. Dally
Attorney at Law
1050 Seventeenth Street
Denver, Colorado 80265

As requested by *RFP*, Section 5.2, Item D, our October 15, 1995 *Study of Fiscal Impact* for the Lower Valley Fire Protection District is enclosed. We will appreciate the return of our original document after your review.

6.7 Data, Facility & Equipment Requirements:

In order to perform our services we would expect to have virtual *carte blanche* access to the data base and information files of Grand Junction Fire Department and the Grand Junction Rural Fire Protection District. We would, of course, anticipate extended conferences with Fire Chief Ricky D. Beaty and other key personnel of Grand Junction Fire Department and the Grand Junction Rural Fire Protection District. As ours will be primarily a "paper" information study, we would anticipate little need for access to fire equipment or buildings or facilities. We certainly would not expect any interruption of fire fighting services as a result of our activities or Study.

6.8 Fees:

After considerable reflection upon the time and resources needed for commitment to this Study, we will require that professional fees in the amount of \$17,500.00 will govern the work effort described herein. All ordinary, regular and necessary out-of-pocket expenses and costs would be covered by the quoted fees. An initial deposit of \$7,500.00 is due at the time of acceptance of contract, a \$5,000.00 payment is due at the time of delivery of the Review Draft, and a \$5,000.00 payment is due upon delivery of the Final Report. We are conscious of *RFP*, Section 5.3, Method of Payment, and understand that the timing of payments may be negotiated.

6.9 Financial Statement:

We are a relatively small proprietary company, and we have been engaged in business in the state of Florida for over twelve years, and in Colorado for over five years. Although we are pleased to demonstrate and confirm our financial stability and our capacity to undertake this project, we do not feel that the nature of this engagement should require a disclosure of our Financial Statement. We expect to be engaged for the performance of our expert services, requiring predominantly our commitment of time and talent, not a reservation of any certain inventory, materials, equipment or facilities, unlike perhaps other City contractors. Our integrity has never been questioned. We will incur no debt in the process of performance of this contract. Our bank references are Alpine Banks and Norwest Banks of Colorado, N.A. We are happy to further discuss this matter if necessary.

6.10 Additional Information/Data:

The entire economic base of the rural Rocky Mountain West is in rapid change, influenced by such things as the telephone and the facsimile machine. This phenomenon has produced new growth in communities that had been in decline for years. One byproduct of the growth is the coming together of certain rural and urban perspectives. Many communities struggle with growth management, environmental issues and "quality-of-life" concerns. Nowhere else, however, is the opportunity for worthwhile study and planning more important than in the necessary reorganization of the delivery of life-protecting services, such as fire protection. Exactly the objective of *RFP 21-97*.

The concerns of the City of Grand Junction, its fire department, and the Grand Junction Rural Fire Protection District are of the type that Rocky Mountain Group has been on focus for years. Our past work in this field has given us an unusually diverse mix of experience in private business, community development and private/public issues. We are prepared to apply our expertise to this challenging project.
