

**RESOLUTION NO. 55-01**

**A RESOLUTION ACCEPTING A COLORADO STATE EMERGENCY MEDICAL SERVICES GRANT AND APPROVING THE ASSOCIATED CONTRACT**

**WHEREAS**, the City of Grand Junction, on behalf of the Grand Junction Fire Department, has submitted an application to the State of Colorado, Emergency Medical Services Grant Program for partial funding of a replacement ambulance; and

**WHEREAS**, the State of Colorado has approved \$34,200 in funds and has prepared a State EMS Grant Program contract; and

**WHEREAS**, the City of Grand Junction has the authority and responsibility to fund the Grand Junction Fire Department and to sign contracts on behalf of the Grand Junction Fire Department; and

**WHEREAS**, a resolution by the City of Grand Junction formally accepting the State of Colorado EMS Grant and authorizing the proper signature to be affixed to the Contract indicating such approval is required by the State of Colorado.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Grand Junction hereby accepts the Colorado State EMS grant funds on behalf of the Grand Junction Fire Department and hereby authorizes the appropriate authority to sign the State of Colorado Contract on behalf of the City of Grand Junction.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of June, 2001

/s/ Cindy Enos-Martinez  
President of the Council

Attest:

/s/ Stephanie Nye  
City Clerk

**APPROVED WAIVER FORM CONTRACT**  
*Grants Program - Single Agency*

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Department or Agency Name  
**COLORADO DEPARTMENT OF  
PUBLIC HEALTH AND ENVIRONMENT**

Department or Agency Number  
**FLA**

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Contract Routing Number **01-00289**

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**CONTRACT**

This **CONTRACT** is made this 1st day of June, 2001, by and between: the State of Colorado for the use and benefit of the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is 4300 Cherry Creek Drive South, Denver, CO 80246, hereinafter referred to as "the State"; and **City of Grand Junction**, whose address or principal place of business is 330 South 6<sup>th</sup> St , Grand Junction, CO, 81501 hereinafter referred to as "the Contractor".

**WHEREAS**, as to the State, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for subsequent encumbering and payment in Fund Number 409, Appropriation Code 845, and Organization Code 8300, under Contract Encumbrance Number FLA EMS 01-00289

**WHEREAS**, the Health Promotion and Disease Prevention Division (HPDPD) was created to administer the Local Emergency Medical Services program created by Title 25, Article 3.5, Part 6, 8 C.R.S., as amended;

**WHEREAS**, the Emergency Medical Services Account within the Highway Users Tax Fund was created by section 25-3.5-603, 8 C.R.S., as amended, to fund grants for the enhancement of statewide emergency medical services;

**WHEREAS**, the Contractor is licensed, to the extent required by law, to provide emergency medical services in the State of Colorado;

**WHEREAS**, the State desires to grant funding to the Contractor to provide local emergency medical services;

**WHEREAS**, as of the effective date of this Contract, the State has a currently effective Group II purchasing delegation agreement with the Division of Finance and Procurement within the Colorado Department of Personnel;

**WHEREAS**, the Contractor has submitted a grant application that has been approved by the State;

**WHEREAS**, as of the effective date of this Contract, the Contractor meets all other qualifications for funding under the emergency medical services grants' program to provide local emergency medical services;

**WHEREAS**, in accordance with HPDPD Rule, section 3.4., the HPDPD deems the Contractor's application or request for use of grant funding as justified and an appropriate use of these grant funds; and,

**WHEREAS**, all required approvals, clearances, and coordination have been accomplished from and with all appropriate agencies.

NOW THEREFORE, in consideration of their mutual promises to each other, hereinafter stated, the parties hereto agree as follows:

**A. EFFECTIVE DATE AND TERM.** The proposed effective date of this Contract is June 15, 2001. However, in accordance with section 24-30-202(1), C.R.S., as amended, this Contract is not valid until it has been approved by the State Controller, or an authorized designee thereof. The Contractor is not authorized to, and shall not, commence performance under this Contract until this Contract has been approved by the State Controller. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Contract. If the State Controller approves this Contract on or before its proposed effective date, then the Contractor shall commence performance under this Contract on the proposed effective date. If the State Controller approves this Contract after its proposed effective date, then the Contractor shall only commence performance under this Contract on that later date. The initial term of this Contract shall commence on the effective date of this Contract and continue through and including June 30, 2001, unless sooner terminated by the parties pursuant to the terms and conditions of this Contract. In accordance with section 24-103-503, C.R.S., as amended, and Colorado Procurement Rule R-24-103-503, the total term of this Contract, including any renewals or extensions hereof, may not exceed five (5) years.

**B. DUTIES AND OBLIGATIONS OF THE CONTRACTOR**

1. The Contractor shall use the funding granted to it under this Contract by the State to provide the emergency medical services project described in "**Attachment A**", "Colorado EMS Grant Application", which is incorporated herein by this reference, made a part hereof, and attached hereto. Grant funds related to these emergency medical services projects shall be used to upgrade the level of emergency medical services care offered in the State of Colorado.
2. If this Contract involves training or education services, then the Contractor shall submit written documentation of certification or other appropriate written documentation of satisfactory completion along with the invoice requesting reimbursement under this Contract.
3. If this Contract involves the acquisition of equipment, then the Contractor shall provide the State with written documentation of the purchase of the specified equipment, and shall comply with the following State requirements:
  - A. All communications equipment shall be purchased from the State award for communications equipment or from another vendor for a comparable price and quality. If the Contractor desires to purchase communications equipment which is not listed on the State award, then Contractor must complete an informal competitive solicitation process before purchasing such equipment. If a competitive solicitation process is used, then the Contractor shall purchase the communications equipment from the lowest responsive and responsible bidder.
  - B. If the Contractor desires to purchase emergency vehicles other than ambulances, then the Contractor must complete an informal competitive solicitation process before purchasing such equipment. The proposed specifications for these emergency vehicles must be approved by the State prior to the initiation of the informal competitive solicitation process. If a competitive solicitation process is used, then the Contractor shall purchase the emergency vehicles from the lowest responsive and responsible bidder.
  - C. If the Contractor desires to purchase medical equipment, then the Contractor must complete an informal competitive solicitation process before purchasing such equipment. If a competitive solicitation process is used, then the Contractor shall purchase the medical equipment from the lowest responsive and responsible bidder.
  - D. The Contractor shall maintain all purchased equipment in good working order, normal wear and tear excepted. The Contractor shall perform all necessary maintenance services for that equipment in a timely manner and in accordance with the manufacturer's specifications and any manufacturer's warranty requirements. The Contractor shall keep detailed and accurate records of all maintenance services performed on all purchased

equipment.

- E. During the term of this Contract, and as may be required after its expiration, the Contractor shall acquire and maintain personal property casualty insurance for the replacement value of the purchased equipment for the useful life of the purchased equipment.
  - F. The Contractor shall repair or replace all purchased equipment which is damaged, destroyed, lost, stolen, or involved in any other form of casualty.
  - G. The Contractor shall keep inventory control records on all purchased equipment. The Contractor shall obtain the prior, express, written consent of the State before relocating or reallocating any purchased equipment.
  - H. The Contractor shall provide the State with a picture of each piece of purchased equipment. This picture must be submitted with the final program report.
  - I. If the Contractor or its subcontractors cease to provide emergency medical services in the State of Colorado, then all equipment purchased under this Contract shall either be placed with another operating emergency medical services provider in the State of Colorado, or be sold at public auction for its then fair market value. That portion of the sale proceeds which equals the State's initial financial contribution towards the purchase of that equipment shall be refunded to the State by the Contractor. The Contractor shall obtain the prior, express written consent of the State prior to any relocation or sale of any purchased equipment.
4. Any training or education requirements which are identified in Attachment A are subject to the following terms and conditions:
- A. Reimbursement for all travel expenses associated with the training or education program shall be made in accordance with the then current State of Colorado reimbursement rates for travel as specified in the Fiscal Rules for the State of Colorado.
  - B. If a Contractor provides a training or education program under this Contract, then the Contractor shall acknowledge the use of emergency medical services account grant funds, managed by the State, on all public service announcements, program announcements, or any other printed material used for the purpose of promoting or advertising the program.
  - C. If a Contractor provides a training or education program under this Contract, then the Contractor shall develop and utilize a course evaluation tool to measure the effectiveness of the program. The Contractor shall submit a copy of the evaluation reports to the State upon completion of the program.
5. During the term of this Contract, the Contractor shall provide the State with quarterly progress reports for itself and its subcontractors in the format provided by the State.
6. Except for "public entities", which are described below, during the term of this Contract, and any renewal or extension thereof, the Contractor shall keep in force and effect a policy or policies of comprehensive general liability insurance, issued by a company authorized to do business in Colorado in an amount not less than \$500,000 combined single limit for total injuries or damages arising from any one incident (for bodily injuries or damages). The Contractor shall provide the State with a certificate of insurance as evidence that such insurance coverage is in effect as of the effective date of this Contract.

If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, 10 C.R.S., as amended ("Act"), then the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The Contractor must provide the State with proof of such insurance.

C. DUTIES AND OBLIGATIONS OF THE STATE. For and in consideration of the Contractor's satisfactory performance under this Contract, the State shall cause to be paid to the Contractor an amount not to exceed 34,200.00, Thirty-four thousand, two hundred DOLLARS, as follows:

1. For equipment purchased under this Contract, the Contractor shall receive an 50% of the total cost, an amount not to exceed \$34,200.00. The Contractor shall provide matching funds in the amount of \$34,200.00. Any costs in excess of \$34,200.00. (State Share) shall be the responsibility of the Contractor.
2. For training or education programs purchased under this Contract, the Contractor shall receive 0% of the total cost, an amount not to exceed \$0.00. The Contractor shall provide matching funds in the amount of \$0.00. Any costs in excess of \$0.00 (State Share) shall be the responsibility of the Contractor.
3. For all other types of projects to be performed under this Contract, the Contractor shall receive an amount not to exceed \$0.00 (State Share). The Contractor shall provide matching funds in the amount of \$0.00. Any costs in excess of the State's share of the project(s) shall be the responsibility of the Contractor.
4. Of the total financial obligation of the State to the Contractor under this Contract, \$0.00 dollars are identified as attributable to a funding source of the federal government and \$34,200.00 dollars are identified as attributable to a funding source of the state government.
5. Payments under this Contract shall be made upon the receipt of a signed request for reimbursement from the Contractor along with a copy of a paid invoice, submitted in duplicate. The State shall issue a warrant made payable to the Contractor. Payment shall be contingent upon the affirmation by the State of the Contractor's full and satisfactory compliance with the terms and conditions of this Contract.
6. The State may prospectively increase or decrease the amount payable under this Contract through a "Change Order Letter", a sample of which is incorporated herein by this reference, made a part hereof, and attached hereto as "Attachment B". To be effective, the Change Order Letter must be: signed by the State and the Contractor; and, approved by the State Controller or an authorized designee thereof. Additionally, the Change Order Letter shall include the following information:
  - A. Identification of this Contract by its contract number and affected paragraph number(s);
  - B. The type(s) of service(s) or program(s) increased or decreased and the new level of each service or program;
  - C. The amount of the increase or decrease in the level of funding for each service or program and the new total financial obligation;
  - D. The intended effective date of the funding change; and,
  - E. A provision stating that the Change Order Letter shall not be valid until approved by the State Controller or such assistant as he may designate.

Upon proper execution and approval, the Change Order Letter shall become an amendment to this Contract. Except for the General and Special Provisions of this Contract, the Change Order Letter shall supersede this Contract in the event of a conflict between the two. It is expressly understood and agreed to by the parties that the change order letter process may be used only for increased or decreased levels of funding, corresponding adjustments to service or program levels, and any related budget line items. Any other changes to this Contract, other than those authorized by the contract renewal letter process described below, shall be made by a formal amendment to this Contract executed in accordance with the Fiscal Rules of the State of Colorado.

If the Contractor agrees to and accepts the proposed change, then the Contractor shall execute and return the Change Order Letter to the State by the date indicated in the Change Order Letter. If the Contractor does not agree to and accept the proposed change, or fails to timely return the partially

executed Change Order Letter by the date indicated in the Change Order Letter, then the State may, upon written notice to the Contractor, terminate this Contract twenty (20) calendar days after the return date indicated in the Change Order Letter has passed. Such written notice shall specify the effective date of termination of this Contract. In the event of termination under this clause, the parties shall not be relieved of their respective duties and obligations under this Contract until the effective date of termination has occurred.

Increases or decreases in the level of contractual funding made through this change order letter process during the initial or renewal terms of this Contract may be made under the following circumstances:

- A. If necessary to fully utilize appropriations of the State of Colorado and/or non-appropriated federal grant awards;
- B. Adjustments to reflect current year expenditures;
- C. Supplemental appropriations, or non-appropriated federal funding changes resulting in an increase or decrease in the amounts originally budgeted and available for the purposes of this Contract;
- D. Closure of programs and/or termination of related contracts;
- E. Delay or difficulty in implementing new programs or services; and,
- F. Other special circumstances as deemed appropriate by the State.

#### GENERAL PROVISIONS

1. If this Contract involves the expenditure of federal or state funds, then this Contract is subject to, and contingent upon, the continued availability of those funds for payment pursuant to the terms of this Contract. If those funds, or any part thereof, become unavailable as determined by the State, then the State may immediately terminate this Contract.
2. The parties warrant that each possesses actual, legal authority to enter into this Contract. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind that party to its terms. The person or persons signing this Contract, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this Contract, and any attachments or amendments hereto, on behalf of that party.
3. **THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE STATE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE, OR SHALL BE DEEMED TO BE, AN AGENT OR EMPLOYEE OF THE STATE. THE CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID PURSUANT TO THIS CONTRACT. THE CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. THE CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE CONTRACTOR SHALL**

PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

4. Except for "public entities", which are described below, during the term of this Contract, and any renewal or extension thereof, the Contractor shall procure, at its own expense, and keep in force and effect, the following insurance coverages:
  - A. As required by State law, standard Workers' Compensation insurance, including occupational disease; and, Employer Liability insurance, which covers all employees, on or off the work site, while acting within the course and scope of employment, in the amounts prescribed by applicable State law.
  - B. Comprehensive General Liability or Commercial General Liability insurance, to include bodily injury, personal injury, and property damage coverage, in the minimum amount of \$600,000 combined single limit for total injuries or damages arising from any one incident (for bodily injuries or damages). The Contractor must purchase additional insurance if claims against the Contractor reduce the available general aggregate amount below \$600,000 during the term of the Contract.
  - C. Automobile Liability insurance in the minimum amount of \$600,000 combined single limit auto insurance.
  - D. All insurance policies shall be issued by a company authorized to do business in Colorado. The State of Colorado is to be named as additional insured on any issued insurance policy. Each insurance policy shall contain a provision which prevents cancellation of that insurance policy without sixty (60) days' prior written notice, by certified mail, return receipt requested, of such cancellation to the State. On or before the effective date of this Contract, the Contractor shall provide the State with a certificate of insurance as evidence that such insurance coverages are in effect as of the effective date of this Contract.

If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, 7 C.R.S., as amended ("CGIA"), then the Contractor shall at all times during the term of this Contract, and any renewals or extensions hereof, maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. On or before the effective date of this Contract, the Contractor must provide the State with written proof of such insurance coverage.

5. The Contractor certifies that, as of the effective date of this Contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc., if any, required to properly perform the services and/or deliver the supplies specified in this Contract. The Contractor also warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, etc., if any, required to properly perform this Contract, without reimbursement by the State or other adjustment in the Contract price. Additionally, all employees or subcontractors of the Contractor performing services under this Contract shall hold, and maintain in effect, all required licenses, certifications, approvals, insurance, permits, etc., if any, necessary to perform their duties and obligations under this Contract. The Contractor further certifies that, if a foreign corporation or other entity, it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or nonrenewal of any

necessary licenses, certifications, approvals, insurance, permits, etc., if any, required of the Contractor, or its employees and subcontractors, to properly perform its duties and obligations under this Contract shall be grounds for termination of this Contract by the State for default without further liability to the State.

6. If this Contract involves federal funds, or compliance is otherwise federally mandated, then the Contractor shall comply with the requirements of the following:
  - A. Office of Management and Budget Circulars A-87, A-21, or A-122, and A-102 or A-110, as applicable;
  - B. the AHatch Act@ (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728. These federal statutes declare that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
  - C. the ADavis-Bacon Act@ (40 Stat. 1494, Mar. 3, 1921, Chap. 411, 40 U.S.C. 276A-276A-5). This Act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor;
  - D. 42 U.S.C. 6101 et seq, 42 U.S.C. 2000d, 29 U.S.C. 794. These Acts mandate that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by federal funds;
  - E. the AAmericans with Disabilities Act@ (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - F. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the AUniform Relocation Assistance and Real Property Acquisition Policies Act@, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246 - 256); and,
  - G. when applicable, the Contractor is in compliance with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments@ (Common Rule).
  - H. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355, which prohibits the use of federal money to lobby the legislative body of a political subdivision of the State.
7. If this Contract involves federal funds, or compliance is otherwise federally mandated, then by signing and submitting this Contract, the Contractor affirmatively avers that:
  - A. the Contractor is in compliance with the requirements of the ADrug-Free Workplace Act@ (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.); and,
  - B. the Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any



federal department or agency. The Contractor agrees to comply with all applicable regulations pursuant to Executive Order 12549, including, Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. 98.510 (1990).

- C. the Contractor agrees to comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110 (1990).
8. To be considered for payment, billings for payments pursuant to this Contract must be received within a reasonable time after the period for which payment is requested; but in no event no later than ninety (90) calendar days after the relevant performance period has passed. Final billings under this Contract must be received by the State within a reasonable time after the expiration or termination of this Contract; but in no event no later than ninety (90) calendar days from the effective expiration or termination date of this Contract.
  9. Unless otherwise provided for in this Contract, ALocal Match@ shall be included on all billing statements, in the column provided therefor, as required by the funding source.
  10. The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.
  11. In accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), if the Contractor receives federal funds from any source, including State pass through money, in an aggregate amount in excess of \$300,000.00 (June 24, 1997), in a State fiscal year (July 1 through June 30), then the Contractor shall have an annual audit performed by an independent certified public accountant which meets the requirements of OMB Circular A-133. If the Contractor is required to submit an annual indirect cost proposal to the State for review and approval, then the Contractor's auditor shall audit the proposal in accordance with the requirements of OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local and Tribal Governments), or A-122 (Cost Principles for Non-Profit Organizations), whichever is applicable. The Contractor shall furnish one (1) copy of the audit report(s) to the State's Accounting Office within thirty (30) calendar days of issuance; but in no event later than nine (9) months after the end of the Contractor's fiscal year. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
  12. The Contractor shall grant to the State, or its authorized agents, access to the Contractor's relevant records and financial statements. The Contractor shall retain all such records and financial statements for a period of six (6) years after the date of issuance of a final audit report. This requirement is in addition to any other audit requirements contained in other paragraphs of this Contract.
  13. Unless otherwise provided for in this Contract, for all contracts with terms longer than three (3) months, the Contractor shall submit a written progress report, if required by this Contract, specifying the progress made for each activity identified in this Contract. These progress reports shall be in accordance with the procedures developed and prescribed by the State. The preparation of progress reports in a timely manner is the responsibility of the Contractor. If the Contractor fails to comply with this provision, then such failure: may result in a delay of payment of funds; or, termination of this Contract. Progress reports shall be submitted to the State no later than the

end of each calendar quarter, or at such other time as may otherwise be specified.

14. The Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to this Contract. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other records of the Contractor. Copies of all such records, documents, communications, and other materials shall be the property of the State and shall be maintained by the Contractor, in a central location as custodian for the State, on behalf of the State, for a period of six (6) years from the date of final payment under this Contract, or for such further period as may be necessary to resolve any pending matters, including, but not limited to, audits performed by the federal government.
15. The Contractor authorizes the State, or its authorized agents or designees, to perform audits or make inspections of its records for the purpose of evaluating its performance under this Contract at any reasonable time during the term of this Contract and for a period of three (3) years following the termination of this Contract. As such, the Contractor shall permit the State, any appropriate federal agency or agencies, or any other duly authorized governmental agent or agency, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. Such monitoring may include, but is not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checks, formal audit examinations, or any other reasonable procedures. All monitoring shall be performed by the State in such a manner that it shall not unduly interfere with the work of the Contractor.
16. If the Contractor obtains access to any records, files, or information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Any breach of confidentiality by the Contractor or third party agents of the Contractor shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.
17. Unless otherwise agreed to in this Contract, or in a written amendment executed and approved pursuant to Fiscal Rules of the State of Colorado, the parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced in the performance of this Contract for which the State has made a payment under this Contract are the sole property of the State.
18. If any copyrightable material is produced under this Contract, then the State, and any applicable federal funding entity, shall have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereinafter enacted. Upon the written request of the Contractor shall provide the State with three (3) copies of all such copyrightable material.
19. If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials

produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract.

20. If this Contract is in the nature of personal/purchased services, then the State reserves the right to inspect services provided under this Contract at all reasonable times and places during the term of this Contract. A Services@, as used in this clause, includes services performed or written work performed in the performance of services. If any of the services do not conform with the terms of this Contract, then the State may require the Contractor to perform the services again in conformity with the terms of this Contract, with no additional compensation to the Contractor for the reperfomed services. When defects in the quality or quantity of the services cannot be corrected by reperformance, then the State may require the Contractor to take all necessary action(s) to ensure that the future performance conforms to the terms of the Contract; and, equitably reduce the payments due to the Contractor under this Contract to reflect the reduced value of the services performed by the Contractor. These remedies in no way limit the other remedies available to the State as set forth in this Contract.
  
21. If, through any cause attributable to the Contractor's action(s) or inaction(s), the Contractor: fails to fulfill, in a timely and proper manner, its duties and obligations under this Contract; or, violates any of the agreements, covenants, provisions, stipulations, or terms of this Contract, then the State shall thereupon have the right to terminate this Contract for cause by giving written notice thereof to the Contractor. Such written notice shall be given at least ten (10) calendar days before the proposed termination date and shall afford the Contractor the opportunity to cure the default or state why termination is otherwise inappropriate. If this Contract is terminated for default, then all finished or unfinished data, documents, drawings, evaluations, hardware, maps, models, negatives, photographs, reports, software, studies, surveys, or any other material, medium or information, however constituted, which has been or is to be produced or prepared by the Contractor under this Contract shall, at the option of the State, become the property of the State. The Contractor shall be entitled to receive just and equitable compensation for any services or supplies delivered to, and accepted by, the State. If applicable, the Contractor shall return any unearned advance payment it received under this Contract to the State. Notwithstanding the above, the Contractor is not relieved of liability to the State for any damages sustained by the State because of the Contractor's breach of this Contract. The State may withhold any payment due to the Contractor under this Contract to mitigate the State's damages until such time as the exact amount of the State's damages from the Contractor's breach of this Contract is determined. If, after terminating this Contract for default, it is determined for any reason that the Contractor was not in default, or that the Contractor's action or inaction was excusable, then such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience as described in paragraph 22 below.
  
22. The State may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The State shall give written notice of such termination to the other party specifying the part(s) of the Contract terminated. Such written notice shall be given to the other party at least thirty (30) calendar days before the effective date of termination. If this Contract is terminated for convenience, then all finished or unfinished data, documents, drawings, evaluations, hardware, maps, models, negatives, photographs, reports, software, studies, surveys, or any other material, medium or information, however constituted, which has been or is to be produced or prepared by the Contractor under this Contract shall, at the option of the State, become the property of the State. The Contractor shall be entitled to receive just and equitable compensation for any services or supplies delivered to, and accepted by, the State. If applicable, the Contractor shall return any unearned advance payment it received under this Contract to the State. This paragraph in no way implies that a party has breached this Contract by the exercise of

this paragraph. If this Contract is terminated by the State as provided for herein, then the Contractor shall be paid an amount equal to the percentage of services actually performed for, or goods actually delivered to, the State, less any payments already made by the State to the Contractor for those services or goods. However, if less than sixty percent (60%) of the services or goods covered by this Contract have been performed or delivered as of the effective date of termination, then the Contractor shall also be reimbursed (in addition to the above payment) for that portion of those actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the term of this Contract which are directly attributable to the uncompleted portion of the services, or the undelivered portion of the goods, covered by this Contract. In no event shall reimbursement under this clause exceed the total financial obligation of the State to the Contractor under this Contract. If this Contract is terminated for default because of the Contractor's breach of this Contract, then the provisions of paragraph 21 above shall apply.

23. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract; nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a supervening cause. As used in this Contract, a supervening cause is defined to mean: an act of God, fire, explosion, action of the elements, strike, interruption of transportation, rationing, court action, illegality, unusually severe weather, war, or any other cause which is beyond the control of the affected party and which, by the exercise of reasonable diligence, could not have been prevented by the affected party.
24. It is expressly understood and agreed to between the parties that the enforcement of the terms and conditions of this Contract, and all rights of action related to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever to or by any third person. Nothing contained in this Contract shall be construed as a waiver of any provision of the Colorado Governmental Immunity Act, section 24-10-101 *et seq.*, C.R.S., as amended. It is the express intent of the State and the named Contractor that any person or entity, other than the State or the named Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
25. To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of this Contract, the terms of this Contract are severable. If any term or provision of this Contract is declared invalid by a court of competent jurisdiction, or becomes inoperative for any other reason, then such invalidity or failure shall not affect the validity of any other term or provision of this Contract.
26. The waiver of a breach of a term or provision of this Contract shall not be construed as a waiver of a breach of any other term or provision of this Contract or, as a waiver of a breach of the same term or provision upon subsequent breach.
27. If this Contract is in the nature of personal/purchased services, then, except for accounts receivable, the rights, duties, and obligations of the Contractor cannot be assigned, delegated, or otherwise transferred, except with the prior, express, written consent of the State.
28. Except as otherwise provided for herein, this Contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

29. Unless otherwise provided for in this Contract, the Contractor shall notify the State, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this Contract and which has been filed in any federal or state court or administrative agency. The Contractor shall immediately deliver copies of any such documents to the State.
30. This Contract is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this Contract as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless such modification is agreed to in writing by both parties in an amendment to this Contract that has been previously executed and approved in accordance with applicable law.
31. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.
32. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the alleged negligence of the State or the Contractor, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.
33. The captions and headings used in this Contract are for identification only, and shall be disregarded in any construction of the terms, provisions, and conditions of this Contract.
34. The parties hereto agree that venue for any action related to this Contract shall be in the City and County of Denver, Colorado.
35. All attachments to this Contract are incorporated herein by this reference and made a part hereof as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Contract and those of any attachment to this Contract, the terms and conditions of this Contract shall control.
36. This Contract is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the Fiscal Rules of the State of Colorado.

**SPECIAL PROVISIONS.**

**CONTROLLER'S APPROVAL.**

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate.

**FUND AVAILABILITY.**

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**BOND REQUIREMENT.**

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

**INDEMNIFICATION.**

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

**DISCRIMINATION AND AFFIRMATIVE ACTION.**

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts and subcontracts.*

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the

contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

- (d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.
- (f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.
- (g) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.
- (h) The contractor will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

#### **COLORADO LABOR PREFERENCE.**

- 6a. Provisions of CRS 8-17-101 & 102 for Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.
- b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements. (CRS 8-19-101 and 102)

#### **GENERAL.**

- 7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available

in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

- 8. At all times during the performance of this contract, the contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
- 9. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
- 10. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences), and CRS 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
- 11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year first above written.

**CONTRACTOR:**

City of Grand Junction

By: City Enns - Matty

Position (Title) Mayor

84-6000592  
Social Security Number or Federal I.D. Number

Incorporation, Town/City/County, or Equivalent:



Seal (Affix Seal)

By: Stephanie Nye  
Corporate Secretary, or Equivalent, Town/City/County Clerk

**STATE:**

STATE OF COLORADO  
Bill Owens, Governor

By: [Signature]

DEPARTMENT OF  
PUBLIC HEALTH AND ENVIRONMENT

Program Approval

By: Laurie Burgess

**APPROVALS:**

**ATTORNEY GENERAL**

By: Ken Salazar

**CONTROLLER**

By: Ray Campbell  
Arthur L. Barnhart



Attachment A

LEGAL NAME OF AGENCY		FEDERAL TAX ID <small>(read instructions carefully on this item)</small>
Grand Junction Fire Department		84-6000592
CONTACT PERSON	PHONE (DAY)	PHONE (NIGHT)
Jim Bright	970-244-1400	970-244-1400
AGENCY MAILING ADDRESS		
330 S 6th St	Grand Junction, CO	81501
STREET	CITY	ZIP

LEGAL STATUS OF AGENCY/ORGANIZATION (Mark all that apply):

PRIVATE NOT FOR PROFIT       PRIVATE FOR PROFIT       COUNTY/CITY GOVERNMENT  
 STATE AGENCY                       SPECIAL DISTRICT               OTHER

PROJECT AREA (Mark all that apply):

Communications                       Training  
 Medical/Rescue Equipment               Continuing Education  
 Manual  Automated Defibrillator       Training Equipment  
 Public Education                       Extrication  
 Other                                       PIER/Injury Prevention Programs

Emergency Vehicle

Ambulance     Quick Response  
 Rescue  
 County Wide Grant     Regional Grant     State-wide Grant     Individual Agency Grant

50% CASH MATCH REQUIREMENT MET       WAIVER HAS BEEN REQUESTED

I, the undersigned, do hereby attest that the information contained within this application is true to the best of my knowledge also attest that the County Commissioners from the areas impacted by this project will be provided a copy of this application no later than 3-1-00. I understand that my application will be disqualified should either of these statements be untrue.

Richy Bealy  
 PRINT NAME  
Richy Bealy  
 SIGNATURE

Fire Chief  
 TITLE  
2/15/2000  
 DATE

Cover for Waiver  Grant

### GRANT ABSTRACT

Agency Name Grand Junction Fire Dept. Location: City Grand Junction County Mesa

PROJECT AREA (Mark all that apply):

Communications       Medical/Rescue Equipment       Manual       Automated Defibrillator  
 Extrication       Training       Continuing Education  
 Training Equipment       Public Education       Injury Prevention/Pier Projects  
 Other

EMERGENCY VEHICLE:

Ambulance       Quick Response       Rescue

Total dollar amount requested from the State      \$ 34,200

Total cash match provided by applicant      \$ 34,200

Total In-Kind match provided by the applicant      \$ \_\_\_\_\_

Summarize in one paragraph:

- 
1. *The need for this project (for instance - Our county-wide ambulance service has been BLS since its inception. We have become a favorite retirement spot for many Colorado residents in the past 5 years. The complexity of our calls has increased along with the number. We want to upgrade to ALS within the next year. We need to replace our worn out transport ambulance)*
- 

To replace our 10 year-old Type II ambulance that has serious steering problems directly related to the size of the ambulance and the weight of the equipment it is required to carry in order for us to provide ALS service to our community (see attached fleet service reports). The community we serve is growing in population and diversity, and our mild, year-round climate attracts a high tourist and retirement population. Although at this time we are not the primary transporting agency, we are 1st response ALS, and respond to 75% of all 911 calls in Mesa County. We provide back-up transport in the city when the private ambulance company is out of service and we have mutual aid agreements with all the surrounding districts in the county.

---

2. *A description of the project (for instance - Priority #1 We would like to upgrade the level of service countywide to 24 hr ALS; a) training for 6 new EMT's; b) 2 manual defibs; c) radios for EMT- I's. Priority #2 ambulance to replace 1980 Type II with 150,000 miles on it, etc.)*
- 

Replacement of our 10 year-old, Type II ambulance that's life has already been extended when it was not replaced in 1998 as scheduled. This replacement is imperative for us to provide the same level of ALS service and support as we have in the past, and to continue to do so in a safe and efficient manner.

Average number of EMS runs yearly 4950

## NEEDS STATEMENT

The Grand Junction Fire Department (GJFD) is in need of a 2 wheel drive Type III ambulance in order to provide safe and efficient ALS first response and back-up ambulance transport to the citizens served. This ambulance would replace a 10 year old Type II ambulance. Reasons for replacement are:

Safety issues: This unit has had chronic steering problems for the last 5 years, which have gotten progressively worse as more equipment and weight has been added to the ambulance. Efforts to repair and correct this steering problem have been minimally successful and over the last 13 months, \$3895 has been spent on repairs. Our maintenance staff has determined that the underlying cause of the steering problems is that the vehicle is overweight.

Age of unit: This unit was due to be replaced two years ago, however it's relatively low mileage and higher than expected cost of replacement forced a delay in replacement to this year. The unit currently has 46,927 miles on it. Two years ago, the steering problems were at a level that was acceptable, today, despite placing it at a "slower" station, we feel it must be replaced.

Size issues: Our apparatus committee has recommended we replace this unit with a Type III ambulance. This would enable us to provide better patient care during transport of critical or multiple patients and allow us to carry needed equipment safely.

The Grand Junction Fire Department serves the City of Grand Junction and the Grand Junction Rural Fire Protection District that surrounds the City. Total area served is 93 square miles with a population of approximately 72,000 people. The Department also provides automatic aid and/or mutual aid to the surrounding districts. The Department provides first response on EMS calls at the Advanced Life Support level, while a private ambulance company (AMR) does most transports. The GJFD provides back-up transport capability when there are no private ambulances available, or when situations demand a rapid transport. In 1999, the GJFD responded on 4964 EMS calls, 2917 of these calls resulted in patient transportation to area hospitals and GJFD did 82 of these transports. While our ambulances are not typically transporting, they are used as ALS first response units. Call volume in Grand Junction has been increasing at an average of 5.8% per year.

County Plan Reference:

2.2.B.1-Several Agencies (....,GJFD,....) have ambulances over 5 years old, high mileage, high maintenance, all due for major overhaul/repairs or replacement.

**DESCRIPTION OF THE PROJECT AND HOW YOUR PROJECT UPGRADES EMS**  
(See instructions on opposite page)

Grand Junction Fire Department is the largest EMS provider on the Western Slope. We also provide EMS service and support to all the surrounding areas by mutual aid agreements. To do so, we need to have safe, reliable transportation. By replacing our unreliable Type II ambulance we will be able to continue providing these services that our citizens and surrounding areas depend on.

**How will the project provide for a long-term solution to the current problem?**

Replacing our Type II ambulance that has a severe steering problem with a Type III ambulance that can handle heavier loads, is the only solution to our current problem. Also, as our call volume increases, so will our transports. In order to provide these transports safely, we need to replace the ambulance we are currently using.

**If this project is funded, how will the project be sustained in subsequent years?**

The project will be sustained by including in the yearly budget, an accrual account for replacement, and budgeting for anticipated maintenance costs.

**List other any options you have researched to meet the need, and provide dollar amounts of other options you have explored.**

After discovering the need to replace this ambulance with a heavier duty Type III ambulance, it was determined that there was not enough money budgeted in the replacement accrual account.

Extending its replacement date was considered but due to the safety issues involved it was decided that was not an option.

**Explain why this is the most cost-effective way of meeting the need.**

(see above)

**EQUIPMENT LIST** (Listing brands will not preclude applicant from having to obtain bids for the generic equipment types)  
 (see instruction on opposite page)

Priority	Quantity	Description	Cost
1	1	2-wheel drive, Type III Ambulance	\$ 68,400
Other			

TOTAL \$ 68,400

**TRAINING LIST**

Fill in this form if this application is requesting training.

TITLE OF TRAINING COURSE: \_\_\_\_\_

TYPE OF TRAINING: \_\_\_\_\_

Has your agency been approved by the EMSP Division to conduct this program?  
 Yes  No

If No, name the agency/training officer/coordinator who will conduct the training: \_\_\_\_\_

**COST OF PROJECT:**

How much of the total CASH cost of training project will be paid by:

The EMS GRANT	The Agency Cash Match	The Student Cash Match
\$ _____	\$ _____	\$ _____

for each training list the following information:

Training Type	# of Persons To be Trained	Course Cost Per Person	Travel Cost Per Person	Total Cost Per type of course
EMT Basic				
EMT-I				
EMT-P				
First Resp.				
Cont. Ed.				
First Resp.				

List any training equipment on Equipment List on page 5.  
**A DETAILED BUDGET BREAKDOWN IF THIS IS A MAJOR TRAINING PROJECT**

COMMUNICATIONS

IF YOUR APPLICATION IS REQUESTING RADIO EQUIPMENT, THIS SECTION MUST BE COMPLETED. FREQUENCY AND RADIO SERVICE OF THE SYSTEM BEING DEVELOPED, MODIFIED OR UPGRADED.

If frequencies are UHF MED channels, put "Med Channels". If repeater operation, list both frequencies.

FREQUENCY

RADIO SERVICE

\_\_\_\_\_

If the communications system is shared with other public safety services, please indicate which service (mark all that apply)

Police \_\_\_ Fire \_\_\_ Highway Maintenance \_\_\_ Other \_\_\_

- ▶ Major communications projects must provide a separate sheet of paper, with a functional diagram of the project system.
- ▶ Major communications projects - IF A COMMUNICATIONS PLAN HAS BEEN DEVELOPED, PROVIDE A COPY OF THIS PLAN WITH THE APPLICATION (THE NEW SYSTEM MUST HAVE, AT A MINIMUM, A CONCEPTUAL PLAN PROVIDED WITH THIS APPLICATION)

New or upgraded communications system must provide technical engineering information.

1. Name and telephone number of individual providing technical specifications or responsible for answer questions regarding specifications

Name \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

2. If technical engineering has not been completed, please provide the name, telephone and cost quoted for the individual or agency you are using.

Name \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

3. Will you need to bid for development of technical specification for the system?

Yes \_\_\_ No \_\_\_ Estimated Cost \_\_\_\_\_



**FILL IN THIS SECTION ONLY IF REQUESTING EXTRICATION EQUIPMENT**

Location and type (RS-10, Hurst, etc.) Of nearest extrication equipment (place, distance in miles, travel time): \_\_\_\_\_

Do you have a written    or verbal    agreement to share extrication equipment?

If so, name of agency with whom you share: \_\_\_\_\_

Do any other agencies (i.e., fire, police, rescue) plan to share in the use of equipment bought with funding from this grant?    Yes    No

If Yes, please list names:

\_\_\_\_\_

How many of your agency's EMS runs required extrication equipment in the past year? \_\_\_\_\_

Average time of extrication \_\_\_\_\_

**DEFIBRILLATION INFORMATION SECTION**

The following information should be available from your physician advisor.

Number of EMS runs in the past 2 years that were cardiac arrests   105  

Number of EMS runs in the past 2 years that were witnessed arrests   approx. 40  

Number of CPR starts that took place on your EMS runs in the past 2 years   approx. 115  

BLS avg Response Time   4.85 min.   ALS Avg Response Time   4.85 min.  

Telephone CPR   Yes  No  

Citizen CPR Program   

Agencies required to have medical oversight for the use of Defibrillation must have the approval signature of their Physician Advisor here \_\_\_\_\_ Date \_\_\_\_\_

OR attach a letter from their Physician Advisor approving their request as page 8a of this application.

PROJECT FUNDING

A) EMS Fund Request	\$ <u>34,200</u>
B) Local Government Share - Cash (List source)	\$ <u>34,200</u>
C) Other Cash	\$ _____
D) Total Cash Proj. Cost (A+B+C)	\$ <u>68,400</u>
E) Dollar Estimate of In-kind match	\$ _____
F) Total Program Cost (D+E)	\$ <u>68,400</u>

Describe the in-kind match you can provide:

**Applicants Budget EMS PORTION** - Cash flow Projection for next full Fiscal Year (this section is for the EMS portion of the budget). SEE ATTACHED "Budgeted Revenue and Expense Analysis"

	Anticipated Revenue		Anticipated Expenditures
Cash Balance at start of your Fiscal Year		Operating Costs	
Donations		Salaries	
Special Dist Funding Mil Levy ____%		Capital Improvement	
City/County Funding		Loans (Explain)	
Investment Income		Other (Explain)	
Run Revenue			
Other:(Explain)			
Total		Total	

Anticipated Cash Balance at the end of the FY

Explain the purpose of the cash balance (i.e. reserve, building fund, etc.)

Explain any anticipated capital improvement expenditures:

Number of EMS runs per year 4950

Number of Transports per year Approx. 100

Fee Structure Information:

Does your agency bill for services Yes  No  (if not, please explain): only if patient is transported by GJFD

Rates:

Basic Life Support \$ 220.

Advanced Life Support \$ 320.

Charge per patient Mile \$ 7.

Charge for Unloaded Mile -0-

If your charges are much lower than other EMS providers in your area - please explain if there are barriers to increase your rates:

	98-ACT	99-ADJ	99-CUR	00-CUR	
<b>REVENUE</b>					
Taxes	\$ 0	\$ 0	\$ 0	\$ 0	\$
Licenses & Permits	31,507	36,000	30,000	30,000	
Intergovernmental	0	0	0	0	
Charges for Services	17,402	2,000	2,000	2,000	
Interfund Charges	0	0	0	0	
Interest & Investments	0	0	0	0	
Other	0	0	0	0	
<b>Total Operating Revenue</b>	<b>48,909</b>	<b>38,000</b>	<b>32,000</b>	<b>32,000</b>	<b>-</b>
Capital Proceeds	0	0	0	0	
<b>TOTAL REVENUE</b>	<b>\$ 48,909</b>	<b>\$ 38,000</b>	<b>\$ 32,000</b>	<b>\$ 32,000</b>	<b>\$</b>
<b>EXPENDITURES</b>					
Full Time Salaries	57,583	115,955	60,180	61,980	
Part Time Wages	0	0	0	0	
Overtime	32,171	21,751	61,224	37,642	
Other Wages	2,048	2,100	2,100	2,100	
Benefits	13,217	26,127	12,903	10,348	
<b>Total Labor</b>	<b>105,018</b>	<b>165,933</b>	<b>136,407</b>	<b>112,070</b>	<b>-</b>
General Operating Expense	13,882	11,200	11,988	13,576	
Interfund Charges	0	0	0	0	
Operating Equipment	0	0	0	0	
<b>Total Non-Personnel Operating</b>	<b>13,882</b>	<b>11,200</b>	<b>11,988</b>	<b>13,576</b>	<b>-</b>
<b>Total Operating</b>	<b>118,900</b>	<b>177,133</b>	<b>148,395</b>	<b>125,646</b>	
Major Capital	\$ 0	\$ 0	\$ 0	\$ 0	\$
Other Uses:					
Debt Service	0	0	0	0	
Contingency	0	0	0	0	
Budget Savings	0	0	0	0	
<b>TOTAL EXPENDITURES</b>	<b>\$ 118,900</b>	<b>\$ 177,133</b>	<b>\$ 148,395</b>	<b>\$ 125,646</b>	<b>\$</b>
Transfers-In From Other Funds	0	0	0	0	
Transfer-Out To Other Funds	0	0	0	0	
<b>Net Transfers</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$</b>
<b>TOTAL SOURCES</b>	<b>\$ 48,909</b>	<b>\$ 38,000</b>	<b>\$ 32,000</b>	<b>\$ 32,000</b>	<b>\$</b>
<b>TOTAL USES</b>	<b>\$ 118,900</b>	<b>\$ 177,133</b>	<b>\$ 148,395</b>	<b>\$ 125,646</b>	<b>\$</b>
<b>NET SOURCE (USE) OF FUNDS</b>	<b>(\$ 69,991)</b>	<b>(\$ 139,133)</b>	<b>(\$ 116,395)</b>	<b>(\$ 93,646)</b>	<b>(\$)</b>
Emergency Reserves	0	0	0	0	
Budget Adjustments	0	0	0	0	
<b>TOTAL APPROPRIATION</b>	<b>\$ 118,900</b>	<b>\$ 177,133</b>	<b>\$ 148,395</b>	<b>\$ 125,646</b>	<b>\$</b>

	98-ACT	99-ADJ	99-CUR	00-CUR	01
<b>REVENUE</b>					
Taxes	\$ 0	\$ 0	\$ 0	\$ 0	\$
Licenses & Permits	0	0	0	0	
Intergovernmental	16,254	0	0	0	
Charges for Services	0	0	0	0	
Interfund Charges	0	0	0	0	
Interest & Investments	0	0	0	0	
Other	0	0	0	0	
<b>Total Operating Revenue</b>	<u>16,254</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Capital Proceeds.	0	0	0	0	
<b>TOTAL REVENUE</b>	<b>\$ 16,254</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$</b>
<b>EXPENDITURES</b>					
Full Time Salaries	0	0	0	0	
Part Time Wages	0	0	0	0	
Overtime	0	0	0	0	
Other Wages	0	0	0	0	
Benefits	0	0	0	0	
<b>Total Labor</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
General Operating Expense	19,220	22,254	22,179	24,246	
Interfund Charges	38,675	39,809	39,729	70,434	
Operating Equipment	0	0	0	0	
<b>Total Non-Personnel Operating</b>	<u>57,894</u>	<u>62,063</u>	<u>61,908</u>	<u>94,680</u>	
<b>Total Operating</b>	<b>57,894</b>	<b>62,063</b>	<b>61,908</b>	<b>94,680</b>	
Major Capital	\$ 32,558	\$ 11,300	\$ 11,300	\$ 0	\$
Other Uses:					
Debt Service	0	0	0	0	
Contingency	0	0	0	0	
Budget Savings	0	0	0	0	
<b>TOTAL EXPENDITURES</b>	<b>\$ 90,452</b>	<b>\$ 73,363</b>	<b>\$ 73,208</b>	<b>\$ 94,680</b>	<b>\$</b>
Transfers-In From Other Funds	0	0	0	0	
Transfer-Out To Other Funds	0	0	0	0	
<b>Net Transfers</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$</u>
<b>TOTAL SOURCES</b>	<b>\$ 16,254</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$</b>
<b>TOTAL USES</b>	<b>\$ 90,452</b>	<b>\$ 73,363</b>	<b>\$ 73,208</b>	<b>\$ 94,680</b>	<b>\$</b>
<b>NET SOURCE (USE) OF FUNDS</b>	<b>(\$ 74,198)</b>	<b>(\$ 73,363)</b>	<b>(\$ 73,208)</b>	<b>(\$ 94,680)</b>	<b>(\$</b>
Emergency Reserves	0	0	0	0	
Budget Adjustments	0	0	0	0	
<b>TOTAL APPROPRIATION</b>	<b>\$ 90,452</b>	<b>\$ 73,363</b>	<b>\$ 73,208</b>	<b>\$ 94,680</b>	<b>\$</b>

SEE ATTACHED "Budgeted Revenue and Expense Analysis" (Grand Junction Fire Department)

Agency Portion of Budget - See instructions on opposite page

	Anticipated Revenue		Anticipated Expenditures
Cash Balance at start of your fiscal year		Operating Costs	
Donations		Salaries	
Special Dist Funding Mil Levy ____%		Capital Improvement	
City/County Funding		Loans (Explain)	
Investment Income		Other (Explain)	
Other:(Explain)			
Total		Total	

Anticipated Cash Balance at the end of the FY

Explain the purpose of the cash balance (i.e. reserve, building fund, etc.)

Explain any anticipated capital improvement expenditures:

	98-ACT	99-ADJ	99-CUR	00-CUR	0
<b>REVENUE</b>					
Taxes	\$ 0	\$ 0	\$ 0	\$ 0	\$
Licenses & Permits	65,325	67,000	61,000	61,000	
Intergovernmental	16,254	0	0	0	
Charges for Services	1,162,088	1,053,000	1,131,362	1,163,500	
Interfund Charges	0	0	0	0	
Interest & Investments	0	0	0	0	
Other	15,364	0	0	0	
Total Operating Revenue	1,259,031	1,120,000	1,192,362	1,224,500	
Capital Proceeds	0	0	0	0	
<b>TOTAL REVENUE</b>	<b>\$ 1,259,031</b>	<b>\$ 1,120,000</b>	<b>\$ 1,192,362</b>	<b>\$ 1,224,500</b>	<b>\$</b>
<b>EXPENDITURES</b>					
Full Time Salaries	3,141,950	3,271,585	3,375,904	3,462,992	
Part Time Wages	29,487	39,683	42,311	42,264	
Overtime	224,187	261,534	299,640	274,892	
Other Wages	4,175	12,000	14,100	20,886	
Benefits	919,679	974,439	996,381	1,008,825	
Total Labor	4,319,478	4,559,241	4,728,336	4,809,859	
General Operating Expense	321,037	463,938	397,157	446,091	
Interfund Charges	481,211	496,101	505,777	589,627	
Operating Equipment	46,824	47,374	51,933	39,150	
Total Non-Personnel Operating	849,072	1,007,414	954,868	1,074,868	
Total Operating	5,168,550	5,566,655	5,683,204	5,884,727	
Major Capital	\$ 192,825	\$ 99,677	\$ 130,415	\$ 51,500	\$
Other Uses:					
Debt Service	0	0	0	0	
Contingency	0	0	0	0	
Budget Savings	0	0	0	0	
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,361,375</b>	<b>\$ 5,666,332</b>	<b>\$ 5,813,619</b>	<b>\$ 5,936,227</b>	<b>\$ 6</b>
Transfers-In From Other Funds	0	0	0	0	
Transfer-Out To Other Funds	0	0	0	0	
Net Transfers	\$ 0	\$ 0	\$ 0	\$ 0	\$
<b>TOTAL SOURCES</b>	<b>\$ 1,259,031</b>	<b>\$ 1,120,000</b>	<b>\$ 1,192,362</b>	<b>\$ 1,224,500</b>	<b>\$ 1</b>
<b>TOTAL USES</b>	<b>\$ 5,361,375</b>	<b>\$ 5,666,332</b>	<b>\$ 5,813,619</b>	<b>\$ 5,936,227</b>	<b>\$ 6</b>
<b>NET SOURCE (USE) OF FUNDS</b>	<b>(\$ 4,102,345)</b>	<b>(\$ 4,546,332)</b>	<b>(\$ 4,621,257)</b>	<b>(\$ 4,711,727)</b>	<b>(\$ 5)</b>
Emergency Reserves	0	0	0	0	
Budget Adjustments	0	0	0	0	
<b>TOTAL APPROPRIATION</b>	<b>\$ 5,361,375</b>	<b>\$ 5,666,332</b>	<b>\$ 5,813,619</b>	<b>\$ 5,936,227</b>	<b>\$ 6,</b>

EMS PROVIDER INFORMATION

All of the information in this section is mandatory for your application to be considered complete. Please list only personnel that are trained or certified. Persons currently in training should not be listed in this section. If the number of persons currently in training is pertinent to your application, list them in the project description narrative.

Years in Operation 22 (ALS level)

TYPE OF SERVICE:

ALS (EMT-P & EMT-I)     BLS     Combination  
 Fire/Rescue service  
 Transport OR  Non-transport (primarily 1st response with private ambulance transport)  
 Other (i.e., Air, etc.) \_\_\_\_\_

Name of physician advisor (if agency has one) Dr. Diane Brown

PERSONNEL BY TRAINING LEVEL (number of each):

Level of Training	Number of Full Time Paid	Number of Part Time Paid	Number of Volunteers
EMT-B	45	7	
EMT-I	4	1	
EMT-P	23	1	
First Responder Cert.			
CPR, Other, etc.			

PRIMARY Hospital transported to: St. Mary's Hospital

Distance to PRIMARY Hospital: Middle of response district

Average number of EMS Runs Annually: 4950

Average number of Runs Annually: 6450



EMS Provider Information (cont'd)

EMS Service Area and Geographic Description: (See Instructions)

The Grand Junction Fire Department is located on the Western Slope of Colorado and services 73% of Mesa County's citizens. Our department is responsible for emergency response to fire, technical rescue, hazardous materials and EMS calls at the ALS and BLS levels. We are capable of transporting patients with 2 ambulances in service 24 hours per day. All 911 calls requiring EMS response are dispatched with a minimum of 1 fire department and 1 private EMS unit. If transportation is required the private ambulance will transport with fire department assistance if needed. If no private transportation is available due to call volume, the fire department ambulances have the ability to transport.

Most of the emergency responses in the fire department's service area average less than 5 minutes. Our department is staffed with full time personnel on a 24 hour basis out of 4 fire stations. We are the only fire department in the county with all-paid status. The budget and funding situation in our city is stable and we should be able to sustain the program mentioned in this document well into the future.

EMS PROVIDER INFORMATION CONTINUED

EMS VEHICLES OWNED BY YOUR AGENCY

Write in the number of vehicles owned of each type in the age group. If your agency does not own vehicles please check here

Type of Vehicle	1 to 3 yrs old Number & Mileage	4 to 7 yrs old Number & Mileage	8 to 11 yrs old Number & Mileage	11 years or > Number & Mileage
Type I	/	/	/	/
Type II	/	1 / 40,919	1 / 46,927	/
Type III	/	/	/	/
Rescue Vehicle	1 / 47013	/	/	/
First Response	/	/	2 / 57,380 55,641	/

Extrication Equipment

Age	# of RS 10 Kits	# Spreaders	# Cutters	# Rams	# Air Bags
1. to 5 yrs		1	1	10	
6 yrs-older	1				2

\* 10 combi tools

EMERGENCY MEDICAL EQUIPMENT OWNED BY YOUR AGENCY

Defibrillators:

Manual  
 \_\_\_ 1-3 years old    4 4 years or older

Semi-automatic or automatic  
3 1-2 years old    1 3 years or older

Suction (electric/battery):  
 \_\_\_ 1-2 years old    7 3 years or older

Back Boards (number owned): 22

Stretchers:  
2 Scoop            2 Wire

COMMUNICATIONS EQUIPMENT

Mobile Radios (VHF):

Please check all agencies who use this equipment:

Fire  EMS  Police

List the number of mobile radios (VHF) equipment you have in the correct age group:

0-5 years old  15 6-10 years old

11 years or older

Mobile Radios (UHF):

Please check all agencies who use this equipment:

Fire  EMS  Police

List the number of mobile radios (UHF) equipment you have in the correct age group:

0-5 years old  2 6-10 years old

11 years or older

Portables:

Please check all agencies which use this equipment:

Fire  EMS  Police

List the number of Portables you have in the correct age group:

0-5 years old  25 6-10 years old

11 years or older

Pagers:

Please check all agencies this equipment is used by:

Fire  EMS  Police

List the number of pagers you have in the correct age group:

6 0-5 years old  8 6-10 years old

11 years or older

TRAINING EQUIPMENT OWNED BY YOUR AGENCY

Please list the equipment on the following lines: Slide projectors, Overhead projectors, Computers, LCD unit, CPR manikin, etc.

---

[Date]

Sample Contract Change Order Letter

Attachment B\*

State Fiscal Year 19\*\* - \*\*, Contract Change Order Letter Number \*\*, Contract Routing Number \*\*-\*\*\*\*\*

Pursuant to paragraph \*\* of the contract with contract routing number \*\*-\*\*\*\*\* and contract encumbrance number \*\*\*\*\* (as amended by Contract Renewal Letter \*\*, contract routing number \*\*-\*\*\*\*\*, and/or Contract Change Order Letter \*\*, contract routing number \*\*-\*\*\*\*\*, if any), hereinafter referred to as the "Original Contract" (a copy of which is attached hereto and by this reference incorporated herein and made a part hereof) between the State of Colorado, Department of Public Health and Environment and Contractor's Legal Name, for the term from \*\*\*\*\* \*\*, \*\*\*\* through \*\*\*\*\* \*\*, \*\*\*\*, the parties agree that the maximum amount payable by the State for the eligible services referenced in paragraph \*\* of the Original Contract is increased/decreased by dollar amount DOLLARS, (\$\*.\*\*) for a new total financial obligation of the State of dollar amount DOLLARS, (\$\*.\*\*). The revised work plan, which is attached hereto as "Attachment 1", and the revised budget, which is attached hereto as "Attachment 2", are incorporated herein by this reference and made a part hereof. The first sentence in paragraph \*\* of the Original Contract is hereby modified accordingly. All other terms and conditions of the Original Contract are hereby reaffirmed. This amendment to the Original Contract is intended to be effective as of \*\*\*\*\* \*\*, \*\*\*\*. However, in no event shall this amendment be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.

Please sign, date, and return all \*\* originals of this Contract Change Order Letter by \*\*\*\*\* \*\*, \*\*\*\*, to the attention of: \*\*\*\*\* Colorado Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80246, Mail Code: \*\*\*\*\*\*\*. One original of this Contract Change Order Letter will be returned to you when fully approved.

Contractor's Legal Name (legal type of entity)

STATE OF COLORADO Bill Owens, Governor

By: \_\_\_\_\_

By:

Print Name: \_\_\_\_\_

For the Executive Director DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Title:

FEIN:

APPROVALS:

FOR THE STATE CONTROLLER: Arthur L. Barnhart

PROGRAM:

By: \_\_\_\_\_

By: