

**GRANT AGREEMENT BETWEEN MESA COUNTY FEDERAL MINERAL LEASE
DISTRICT AND THE CITY OF GRAND JUNCTION**

CONTRACT NUMBER: 2018-FT-02
PROJECT NAME: Fire Department Training Center Improvements
GRANT: \$126,476.00
AWARD DATE: December 19, 2018
COMPLETION DATE: December 18, 2020

RECITALS

- A. The Mesa County Federal Mineral Lease District (Grantor or MCFMLD) is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. § 30-20-1301 *et seq.* (the Act), and governed by a Board of Directors (the Board).
- B. The City of Grand Junction (Grantee) is a Colorado home rule municipality, and therefore eligible to receive MCFMLD grant funding.
- C. Grantee submitted a grant application (Grant Application) in response to Grantor's **Fall, 2018 Grant Cycle** Grant Program.
- D. Grantor approved Grantee's Grant Application for a Traditional Grant on December 19, 2018, conditioned on the execution of this Grant Agreement (the Agreement).
- E. The fire protection training site project (the Project), as described in the Grant Application, qualifies for MCFMLD funding as either (1) the construction and maintenance of public facilities, or (2) the provision of public services.

AGREEMENT, TERMS, AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

- 1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
- 2. *Representations and Warranties of Grantee.*
 - a. Grantee has full and lawful authority to enter into, and comply with the terms of, this Agreement.

- b. Grantee warrants that all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement. A copy of the Grant Application is attached as **Exhibit A**.
 - c. The Grantee has authorized entering into this Agreement.
 - d. Grantee has sufficient funds (either alone or in combination with the grant specified in this Agreement) available and committed for the completion of the Project.
3. *Representations and Warranties of Grantor.*
- a. Grantor has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantor represents and warrants that as of the date of execution of this Agreement it has sufficient funds to fully fund the amount of the Grant set forth herein.
 - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Grantor awards to Grantee a sum not to exceed **one hundred twenty six thousand four hundred seventy six dollars (\$126,476.00)** (the Grant). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project Description and Budget (**See page 13, Exhibit A**) without the prior written approval of the Grantor, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement, entitling Grantor to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly advise the Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced. If the project will not be completed Grantee shall return any remaining grant funds forwarded by Grantor.
6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.

7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than December 18, 2020 (the Completion Date). Requests for extension of the Completion Date are discouraged but should be directed in writing to the Board.
8. *Disbursement of Funds.* The Grant is subject to the following requirements and conditions:
 - a. The Grant shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
 - b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (in the form receipts, invoices, and the like). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
 - c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.
9. *Project Operation and Maintenance.*
 - a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project.
 - b. Failure to comply with the provisions of Paragraph 9(a) may be deemed a breach by Grantee under Paragraph 19, below.
 - c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.

10. *Public Access.* If applicable to the Project facilities, Grantee agrees to allow reasonable public access to the Project for the term specified in Paragraph 9.
11. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all legal requirements for public construction including, but not limited to, procurement laws; worker safety laws and regulations; building permit requirements, planning approvals, and the like; environmental laws and regulations; and other similar requirements.
12. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.
13. *Publicity and Project Information.* Grantee agrees to acknowledge the assistance of the Mesa County Federal Mineral Lease District in a manner appropriate to the Project.
14. Grantee agrees to erect and maintain signage at prominent locations on the Project site during construction, and Grantor will provide such signs at no cost to Grantee. Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Mesa County Federal Mineral Lease District. Grantor will provide such plaque or marker at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location (such as the Project) as mutually agreed.
15. Additional terms:
 - a. Grantee shall acknowledge MCFMLD funding in all publicity issued by it concerning the Project.
 - b. Grantee shall give the MCFMLD the right and opportunity to publicize or otherwise use information gained from the Project.
 - c. Grantee shall give the MCFMLD reasonable advance notice of any Project grand openings, dedications, or other events.
 - d. Grantee shall provide suitable digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, or upon request of Grantor.

- e. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the MCFMLD or acting on behalf of the MCFMLD.
16. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.*, as amended.
17. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the construction, use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, which pertain to the Project and to the use and disposition of the Grant. Grantee shall use reasonable and appropriate accounting systems in maintaining the required records.
18. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project and Project records to ascertain compliance with this Agreement.
19. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:
- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
 - b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;
 - c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
 - d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations;
 - e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;

- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- f. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use; or
- g. the Project would constitute an unlawful use of MCFMLD grant funding.

20. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
 - i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future MCFMLD grants, loans or projects.
 - ii. After payment (in whole or in part) of the Grant:
 - A. Deny Grantee eligibility for participation in future MCFMLD grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

21. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

22. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent may be withheld in the sole discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.

23. *Applicable Law, Venue, Jury Waiver.* This Agreement shall be governed by the laws of the State of Colorado and applicable federal law. The exclusive venue for any dispute arising under this Agreement in the 21st Judicial District Court, State of Colorado, in Mesa County, Colorado. Any proceeding arising under this Agreement shall be decided by the Court sitting without a jury, regardless of the denomination of the legal claims in any such action.
24. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, agency, or other similar relationship between the parties, other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
25. *Severability.* If any provision of this Agreement is found to be invalid or unlawful it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.
26. *Time is of the Essence.* Time is of the essence in this Agreement.
27. *Survival.* The terms and provisions of this Agreement and the parties' covenants shall survive the funding of the Grant and the completion of the Project.
28. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
29. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, that no third party beneficiaries are intended, and that no third parties shall have any rights under this Agreement.
30. *Construction.* Each party hereto has contributed to the drafting of this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
31. *Waiver.* The failure of any party to enforce a term shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
32. *TABOR.* No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other

constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or private corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

33. *Entire Agreement.* Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Grant Application

Exhibit B – Resolution Approved by Grantee Authorizing Execution of this Agreement

Exhibit C – Project Description and Budget

34. *No Later Than Start Date.* Part of the MCFMLD's mission is the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A "no later than start date" is Grantee's good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers "starting" the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

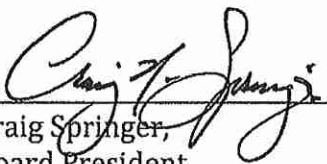
No Later Than Start Date: July 1, 2019;

Description: Request Project Bids.

The parties, by signature below of their authorized representatives after obtaining all lawful authority, execute this Agreement effective as of the date(s) set forth below.

GRANTOR:
MESA COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
City of Grand Junction

By: 
Craig Springer,
Board President

By: _____
Greg Caton, City Manager

Date: 3/7/19

Date: _____

constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or private corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

33. *Entire Agreement.* Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Grant Application

Exhibit B – Resolution Approved by Grantee Authorizing Execution of this Agreement

Exhibit C – Project Description and Budget

34. *No Later Than Start Date.* Part of the MCFMLD's mission is the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A "no later than start date" is Grantee's good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers "starting" the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: July 1, 2019;


Description: Request Project Bids.

The parties, by signature below of their authorized representatives after obtaining all lawful authority, execute this Agreement effective as of the date(s) set forth below.

GRANTOR:
MESA COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
City of Grand Junction

By: _____
Craig Springer,
Board President

By:  _____
Greg Caton, City Manager

Date: _____

Date: 4/2/2019



Fall 2018 Grant Application

CONTACT INFORMATION	
Name: City of Grand Junction / Grand Junction Fire Department	
If this application is being submitted by a partnership check here: <input type="checkbox"/>	
Mailing Address: 250 N. 5 th St. Grand Junction, CO 81501	
Applicant Contact Name: Gus Hendricks	Title: Training Chief
Are you the primary contact for this grant: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Email: gush@gjcity.org	
Telephone: 970-549-5871	
Do you currently have an open MCFMLD grant? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If yes, provide your grant number(s):	
PROJECT INFORMATION	
Project Title: Infrastructure for Fire Department Training Facility	
Application Type (check only one): <input checked="" type="checkbox"/> Traditional Grant Application <input type="checkbox"/> Mini Grant Application	
Project described herein will start no later than (mm/dd/yyyy): 10/31/2019	
Impacted Community(ies): Colorado Western Slope / Mesa County / City of Grand Junction	
City (location of project, including cross streets): 115 CO Hwy 141	
Traditional Grant Request:	
Total Project Cost: \$265,000.00 (requesting 70%, \$185,500.00)	
Percent of overall match (% of total project cost) (example 30% type .30): 30%	
Percent of cash match (% of total project cost) (example 10% type .10): 30%	
Mini Grant Request (not to exceed \$50,000):	
Total Project Cost:	
Note: Mini Grant Applications have no matching requirements.	

Brief Project Description (In a separate document, answer the three questions below in a total word count of 250 words (250 total, not 750) or less:)

- What is the proposed project, including all components?
- Explain how your project is consistent with the Mission Statement of the MCFMLD.
- How will your project benefit communities impacted by the development of natural resources locally?
- **Please specify word count on project description document.**

APPLICATION CHECKLIST

Submit this application with the following required documents in the following order:

- Brief Project Description
- Response to Application Questions (narrative, on your own paper)
- Budget (applicants must use the MCFMLD Budget Form, budgets submitted in any other format will be rejected)
- Preliminary Timeline Estimate
- Intergovernmental Agreement or Memorandum of Understanding, if applicable
- Signed Resolution from Governing Body
- Attachments, if applicable:
 - Map(s) identifying the project location
 - Site map
 - Up to five letters of support
 - Photos of existing public works or capital projects to be replaced, if applicable
 - Documentation of any opposition to the project, if applicable

By signing below, the applicant certifies that it owns, leases, or otherwise has control over the property on which this project will be completed (collectively, "Control") (or is applying on behalf of an entity that has such Control). Applicant has on file documentation evidencing its Control of the property and will provide such documentation to MCFMLD on request. The Applicant hereby certifies and warrants that any and all statements and representations including all sources and uses of funds made in this Grant Application are true and correct and may be relied upon by the MCFMLD.

Authorized Signature: _____

(From applicant organization)

Date: _____

(mm/dd/yyyy)

Printed Name and Title: _____

Greg Caton City Manager

Brief Project Description (In a separate document, answer the three questions below in a total word count of 250 words (250 total, not 750) or less:)

- What is the proposed project, including all components?
- Explain how your project is consistent with the Mission Statement of the MCFMLD.
- How will your project benefit communities impacted by the development of natural resources locally?

Please specify word count on project description document. (161 Words)

This request is for a \$185,500.00 grant to continue concrete infrastructure at the Fire Department Training Site on Whitewater Hill and the Colorado Law Enforcement Training Center. The fire department is pursuing opportunities to build a live-fire training building at this site and the concrete will be poured around the building in order to allow for access to the building by fire apparatus. The proposed concrete work is for a 150' by 150' pad of 8" concrete over 10' base in order to support the weight of the fire apparatus. This project is consistent with the MCFMLD Mission Statement to "enhance positive economic impact in Mesa County from the development..." by establishing the first permanent live-fire training building in Mesa County for use by all emergency service agencies. This fire training building will allow all Mesa County and Western Slope agencies better access to live-fire training drills on a more regular basis than what is currently being utilized.

Traditional Grant Questions

Traditional Grant Program. All applicants for the Traditional Grant Program must respond to the following selection criteria questions in no more than nine (9) pages. This application will be scored on an 80-point basis with questions 1-10 below worth from one to ten points each. The nine-page limit does not include the proposed budget, attachments, photographs, maps, letters, etc., but the total page count for your entire submittal may not exceed 25 pages.

In a separate document, please answer every question, restating the question that you are answering in full. Failure to provide a response to any question will reduce your project's score. Please reference all attachments. Twelve-point font or greater and standard margins required. No double-sided printing.

Qualifying Questions

Please note that the qualifying questions are not scored but are instead used to evaluate whether the application meets eligibility requirements.

- a) Under federal law, MCFMLD distributions may only be made to the State, or its political subdivisions. Political subdivisions of the State include municipalities, school districts, public and state-controlled institutions of higher education, library districts, metropolitan or other special districts, and fire protection districts. Explain how your organization qualifies as the State or a political subdivision of the State.

The City of Grand Junction, as a municipality, is a political subdivision of the State and, therefore, is a qualified applicant for MCFMLD distributions.

- b) Under federal law, your proposal *must* be one of the following three types: (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. Describe the scope of the project – what exactly will be built. Be specific, explaining preparatory work, quantities, dimensions, etc. If the project is intended to enhance, rehabilitate, or replace existing public works or other capital projects, describe the state of the existing public works or other capital projects.

The proposed infrastructure for the Grand Junction Fire Department Training Facility is a construction and maintenance of public facilities request for poured concrete to allow for live-fire training evolutions by Grand Junction Fire Department members and may be used by other fire districts in Mesa County. This infrastructure is for the construction and continued building of public facilities that allow for live-fire training to occur. This concrete infrastructure will be a poured concrete pad of 150' by 150' consisting of 8" of concrete over 10" base material.

This training pad will be necessary for access by fire apparatus to train at the live-fire building.

In 2014, the City of Grand Junction and the Grand Junction Fire Department (GJFD) received a \$550,000 grant from the MCFMLD to construct a 6" water line to the Colorado Law Enforcement Training Center (CLETC) property to support firefighting operations at a fire training facility and future water needs. Cash and in-kind matches of labor and materials from the City of Grand Junction and Colorado Mesa University included an additional \$341,530 for a total project funding of \$891,530. The installed water line runs from 32 Road to the western edge of the CLETC property and currently hosts three fire hydrants that will accommodate additional hydrants as needed. There are also three 20,000-gallon water tanks that are fed by the water line from 32 Road for backup firefighting activities. With the MCFMLD grant money and in-kind donation of labor, we were able to begin groundwork that includes grading, a detention pond to collect runoff from firefighting operations, and partial pouring of concrete for a 100' diameter training pad. In addition, favorable bidding allowed for the placement of two modular classroom buildings and the construction of a septic system. Much of this work was designed and managed by CMU building engineers since they are the property owners and have a stake in assisting to build this entire training center as a regional hub for police and fire training.

With much of the preparatory ground work already done at the site to facilitate a concrete pad being built for fire training activities, the fire department is poised to complete the fire training pad (concrete).

- c) Eligible projects must be completed within two years of the award date. Using the sample Timeline provided by MCFMLD as a guide, please illustrate the timeline for completion of your project. Describe the planning, design, and engineering that have gone into the project thus far. Identify a "no later than" start date for the project.

Thorough planning has gone into this project since starting in 2014. Since that time much of the preparatory ground work has been performed to include grading of the site and beginning to pour concrete to facilitate live-fire training at this site. The City of Grand Junction Engineering Department has been working with CMU to produce the design of the grading necessary to pour this concrete to date. Moving

Traditional Grant Questions

forward, the City of Grand Junction Engineering department will work with contractors for bids and the purchasing of materials in order to complete this work. This ground work will start no later than October 31, 2019. This date can be moved based upon the availability of sub-contractors but the work will need to be performed prior to any ground that will freeze.

Task	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	
Start Construction																				
Reviewing Study Agreement																				
Site & Bids for Work																				
Submit Bids for Funding																				
Award Bid for Project																				
Order Materials																				
Land Preparation																				
Site Excavation																				
Shovel																				
Shovel Operating																				
Final report to MCFMLD																				

- d) This traditional grant application requires that a **minimum of 30%** of all the resources required to complete the proposed project must come from sources other than MCFMLD and that a **minimum of 10%** of the total project costs must be in the form of a **cash match** from the applicant and/or partners. Please explain what matching funds that will be provided for this project and how the minimum matching requirement will be met.

The City of Grand Junction will provide 30% funding for this proposed project. The current project is for a total of \$265,000.00 and the City of Grand Junction's matching funds will be \$79,500.00.

Selection Criteria Questions

Applications are scored based on responses to the following seven questions.

Impact / Mission Questions

1. Does energy extraction create physical impacts that affect your organization? Explain these effects and their impact on your organization. How does this project mitigate these impacts? Please provide as much supporting data as possible.

Traditional Grant Questions

Grand Junction serves as a regional center for services, commerce, and trade including activities directly related to natural resource development. As a regional hub, Grand Junction provides infrastructure, amenities, and services to many oil and gas employees. As such, additional burden is put on the preparedness of the emergency service personnel from the Grand Junction Fire Department.

This live-fire training facility and project to pour concrete will effectively allow the Grand Junction Fire Department and other Mesa County Fire Districts the ability to train when needed and as often as allowable.

2. How do the social impacts of energy extraction affect your organization? Specify if your organization is directly or indirectly impacted. How does this project address these impacts? Please provide as much supporting data as possible.

The Grand Junction Fire Department, as a part of the City of Grand Junction, is funded through sales tax revenues which have seen highs and lows over the years with energy exploration. These highs and lows are directly affected by the energy activity in our area as employees come and go. These large fluctuations in revenue increase the difficulty in budgeting for large training projects. The energy extraction activity directly affects the fire department personnel by presenting them with an increased call volume and specialty needs such as flammable liquid fires and hazardous material incidents that require regular training at a dedicated and fixed location.

3. Please describe how this project will help the MCFMLD fulfill its mission to *"enhance positive social and economic impact in Mesa County from the development, processing and energy conversion of fuels and minerals leased under the Federal "Mineral Lands Leasing Act" through strategic grants, partnerships and leadership."* Explain how this project will enhance our community. If there has been opposition to this project, explain the nature of the concerns and how you will address them.

The continued work at the fire department training site will help the MCFMLD fulfill its mission to "enhance positive social and economic impact in Mesa County..." by providing a dedicated facility for all emergency service organizations in Mesa County a location to prepare the needed skills to manage all emergencies that take place in Mesa County. Currently, there are no permanent facilities dedicated to

training on live-fire to include both strategies and tactics of safe and effective fire and loss control measures. There has not been any opposition to this project and included is a letter of support from the Mesa County Fire Chiefs Association stating that this facility is a part of a County-wide partnership with the intention of improving the level of training and safety for emergency responders throughout Mesa County.

4. Natural resources are finite in nature. Therefore, it is important to the MCFMLD that the funds derived from their development are invested in ways that reflect a long-term perspective on impacts. Please describe the anticipated useful life of this project and explain how this project delivers long-term value to the community.

The life-span of a typical live-fire training facility is several decades and the infrastructure such as concrete is dependent on the amount of use along with prolonged exposure to the elements. This facility will be used regularly by all emergency services agencies in Mesa County but will maintained with care in order to ensure the longest life possible.

Funding / Resource Questions

5. How is this project being funded? Please provide a summary of all committed funding resources for this project, including sources, amounts, and dates which those funds will be available. Please provide a summary of uncommitted funding resources, including other grants, their status, and dates of funding decisions. What are your plans for raising any additional funds?

This project is being funded in part through City of Grand Junction funding, potential partnerships with the Colorado Division of Fire Prevention and Control (CDFPC), and the continuation of grant funding through the MCFMLD.

In 2014, the City of Grand Junction and the Grand Junction Fire Department received a \$550,000 grant from the MCFMLD to construct a 6" water line to the Colorado Law Enforcement Training Center (CLETC) property to support firefighting operations at a fire training facility and future water needs. Cash and in-kind matches of labor and materials from the City of Grand Junction and Colorado Mesa University included an additional \$341,530 for a total project funding of \$891,530. The installed water line runs from 32 Road to the western

edge of the CLETC property and currently hosts three fire hydrants that will accommodate additional hydrants as needed. There are also three 20,000-gallon water tanks that are fed by the water line from 32 Road for backup firefighting activities. With the MCFMLD grant money and in-kind donation of labor, we were able to begin groundwork that includes grading, a detention pond to collect runoff from firefighting operations, and partial pouring of concrete for a 100' diameter training pad. In addition, favorable bidding allowed for the placement of two modular classroom buildings and the construction of a septic system.

In late 2017, the CDFPC approached the fire department about a short range plan they have in order to partner with a department or region to provide State sponsored fire classes to areas that have difficulty traveling to the metro area of the same programs. This led the CDFPC to apply for a Federal Assistance to Firefighters Grant of \$500,000.00 for a modular fire training facility that would be built through a partnership with a fire department or region in the State.

In early 2018 there were some delays from the CDFPC applying for the grant which in turn put our department on hold to find out what was occurring at the State level. In the past month, the CDFPC was awarded the full funding for the grant and now they wish to move forward with their plan to partner and build a fire training building somewhere in the State. The CDFPC, being a State division, will need to go out to a competitive process to partner with a fire department to build based on need, lack of other resources, ability of the fire department to provide live-fire proctors for State firefighter testing, and a site that is "shovel ready". We meet all of these criteria set by the CDFPC and their leadership has toured our site and feel we have a strong possibility of being selected in the competitive process due to the following:

The fire department has worked hard over the past several years to build a relationship with the CDFPC. This relationship includes supporting the CDFPC by supplying a proctor for regional State fire and hazmat written exams and allowing our Training Captain to assist with State sponsored Fire Officer I practical testing. The fire department has 43 personnel certified at the Fire and Emergency Services Instructor I level and seven personnel certified at the 1403 Live-Fire Fixed Facility Instructor level. These fire department instructors will be used to provide

Traditional Grant Questions

firefighting and live-fire training at this training site. The relationship built with the CDFPC has allowed the fire department the ability to apply to partner with the DFPC on building a fire training building on the CLETC fire training site. If selected to partner with the CDFPC the following funding plans will need to occur.

City of Grand Junction Fire Department Capital Budget for 2018

- GJFD will use \$57,500.00 (10% match of the State's total burn building cost of \$575,000.00) of their budgeted \$275,000.00 for required matching funds to the CDFPC grant.
- If selected to partner with the CDFPC, we would build the concrete footers to be used to place the live-fire burn building at a cost of approximately \$45,000.00.
- The City of Grand Junction and fire department are submitting a grant to the MCFMLD for a total of \$185,500.00 to pour the concrete at the training site. The total concrete project cost is \$265,000.00 and the above listed amount is 70% that the MCFMLD grant will fund. The fire department will then pay the additional 30% or \$79,500.00.
- The remaining \$93,00.00 of the budgeted \$275,000.00 will complete any additional concrete and asphalt needed to build the live-fire modular structure after all of the above grant matching funds are calculated.

City of Grand Junction Fire Department Capital Budget for 2019

- GJFD will recommend using the proposed budget amount of \$490,000.00 to complete any asphalt fire training pad needs and then look at building a large live-fire training tower, and an outdoor class area.

City of Grand Junction Fire Department Capital Budget for 2020

- GJFD will recommend using proposed budget amount of \$275,000 to complete any additional fire training props such as vehicle fires, liquid fuel fires, and other fire-related needs.
6. How do you plan to fund future management and/or operating costs of this project? If this is a multi-phase project, where will future funding be acquired?

Traditional Grant Questions

After the City of Grand Junction Capital funding comes to an end in 2020, the operational funding component of the facility will be managed through the existing operational budget of the training division within the Grand Junction Fire Department.

Funding Availability

7. Excluding the funds sought in this grant application, have all funds needed for the completion of the project been secured from other funding sources or funds held by the applicant? If the answer is no, please provide all details as to the source(s) of the funding requests, the amount of all other funding requests needed for the completion of the project, and the date(s) when the applicant will know if those funding requests are approved.

In the timeline from question 6, above, the City of Grand Junction will rely upon funding from a partnership with the CDFPC in order to build the actual live-fire training building. This opportunity for a partnership will not be determined until Fall of 2018. If a partnership does not occur with the CDFPC to build a live-fire building, then the City of Grand Junction will utilize its Capital budget to build what can be afforded in the same timeframe. Whether the actual live-fire training building is built through this partnership or a smaller building is built by the City of Grand Junction, the concrete infrastructure will still be used to create a training pad that surrounds the live-fire structure in order to perform live-fire evolutions.

Sustainability Questions

8. How long has your organization or partnership existed? Please describe your accomplishment of similar projects, and list which partners were involved with those projects.

The City of Grand Junction and the Grand Junction Fire Department have been in place since 1882 and 1889 respectively. The Grand Junction Fire Department has been providing live-fire training on an annual basis to all of its members for the past 30 years. In this time, they Grand Junction Fire Department has developed partnerships with surrounding agencies that have live-fire facilities in order to

Traditional Grant Questions

provide necessary training to all of its members. These communities such as Rangely and Rifle Colorado have allowed the Grand Junction Fire Department to utilize their facilities in order to train new recruit firefighters but there has never been a regular annual live-fire component for incumbent firefighters due to cost and distance to use these other facilities. With the opportunity for a live-fire facility to be built in Mesa County, not only will the Grand Junction Fire Department, but all emergency service agencies have an opportunity to train here in Mesa County and on a recurring basis.

The Grand Junction Fire Department also has an excellent relationship with the CDFPC and they provide State written and practical proctors for State required testing of agencies throughout the State. The availability of a live-fire burn facility in Mesa County will now allow for the Grand Junction Fire Department to proctor additional required State practical evolutions such as live burns and advanced firefighting skills.

Additional Information

This "Additional Information" section is not scored but is asked to help the reviewers understand more about the nature of the project.

- i. Would your project proceed with partial funding of this application? How does the scope of the project change with different levels of funding?

If this project is not funded, the scope of the project will reduce significantly. The City of Grand Junction does have Capital money available to build a live-fire training facility but it will be on much smaller scale and built out over a longer period of time.

Traditional Grant Questions

Project Budget: Infrastructure for Fire Department Training Facility							
Project Funding Budget	Source of Funds	Date Secured		MCFMLD Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)
CASH							
	Mesa County Federal Mineral Lease District			185,500			\$0.00
	City of Grand Junction				79,500.00		\$79,500.00
IN-KIND							
	(List Source)						\$0.00
TOTAL SOURCE OF FUNDS				\$185,500.00	\$79,500.00	\$0.00	\$265,000.00

Project Budget: Infrastructure for Fire Department Training Facility							
CASH	Use of Funds	Number of Units	Cost Per Unit	MCFMLD Funds	Applicant Funds	Partner Funds	Total Funding (\$)
CATEGORY 1							\$0.00
Wining Contractor Bid	Concrete-150' X 150' 8" concrete over 10" base	1.00	265,000.00	185,500.00	79,500.00	-	\$265,000.00
vendor/service provider							\$0.00
							\$0.00
USE OF FUNDS - CASH SUBTOTAL				\$185,500.00	\$79,500.00	\$0.00	\$265,000.00

Project Budget: Infrastructure for Fire Department Training Facility							
IN-KIND	Use of Funds	No. of Units / Hours	Cost Per Unit / Hour	MCFMLD Funds	Applicant Funds	Partner Funds	Total Funding (\$)
Professional Services							\$0.00
vendor/service provider							\$0.00
vendor/service provider							\$0.00
							\$0.00
Materials							\$0.00
vendor/service provider							\$0.00
vendor/service provider							\$0.00
							\$0.00
Equipment							\$0.00
vendor/service provider							\$0.00
vendor/service provider							\$0.00
							\$0.00
USE OF FUNDS - IN-KIND SUBTOTAL					\$0.00	\$0.00	\$0.00
	10% Contingency			\$0	\$0	\$0	\$0
TOTAL PROJECT COST				\$185,500.00	\$79,500.00	\$0.00	\$265,000.00

Project Budget

Project Budget: Infrastructure for Fire Department Training Facility							
Project Funding Budget	Source of Funds	Date Secured		MCFMLD Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)
CASH							
	Mesa County Federal Mineral Lease District			185,500			\$0.00
	City of Grand Junction				79,500.00		\$79,500.00
IN-KIND							
	(List Source)						\$0.00
TOTAL SOURCE OF FUNDS				\$185,500.00	\$79,500.00	\$0.00	\$265,000.00

Project Budget: Infrastructure for Fire Department Training Facility							
CASH	Use of Funds	Number of Units	Cost Per Unit	MCFMLD Funds	Applicant Funds	Partner Funds	Total Funding (\$)
CATEGORY 1							\$0.00
Winning Contractor Bid	Concrete-150' X 150' 8" concrete over 10" base	1.00	265,000.00	185,500.00	79,500.00	-	\$265,000.00
vendor/service provider							\$0.00
							\$0.00
							\$0.00
USE OF FUNDS - CASH SUBTOTAL				\$185,500.00	\$79,500.00	\$0.00	\$265,000.00

Project Budget: Infrastructure for Fire Department Training Facility								
IN-KIND	Use of Funds	No. of Units / Hours	Cost Per Unit / Hour	MCFMLD Funds	Applicant Funds	Partner Funds	Total Funding (\$)	
Professional Services							\$0.00	
vendor/service provider							\$0.00	
vendor/service provider							\$0.00	
							\$0.00	
Materials							\$0.00	
vendor/service provider							\$0.00	
vendor/service provider							\$0.00	
							\$0.00	
Equipment							\$0.00	
vendor/service provider							\$0.00	
vendor/service provider							\$0.00	
							\$0.00	
USE OF FUNDS - IN-KIND SUBTOTAL						\$0.00	\$0.00	\$0.00
	10% Contingency			50	\$0	\$0	\$0	
TOTAL PROJECT COST				\$185,500.00	\$79,500.00	\$0.00	\$265,000.00	



Mesa County Fire Chiefs Association

PO Box 813 · Clifton, CO. 81520

August 27, 2018

Mesa County Federal Mineral Lease District
PO Box 3039
Grand Junction, CO. 81502

Re: Letter of Support

Dear Board of Directors,

The Mesa County Fire Chief's Association is aware of and fully supports the request being submitted by the City of Grand Junction Fire Department for grant funding through your competitive process for the Fall Cycle. We believe this project is a prime opportunity to help fulfill your mission of enhancing positive social and economic impacts through partnerships and leadership.

All emergency service agencies within Mesa County are impacted either directly or indirectly by the development, processing and energy conversion of fuels and minerals here in Mesa County. The project proposed by the City of Grand Junction's is part of a County-wide partnership with the intention of improving the level of training and safety for emergency responders throughout Mesa County.

We are excited about the potential this project brings and we thank you for your time and consideration.

Respectfully,

Charles K. Balke, Chairman
Mesa County Fire Chiefs Association

Grand Junction Fire Department

Infrastructure for a Live-Fire Training Building

MCFMLD GRANT REQUEST
SEPTEMBER 2018

Live-Fire Training
Structure



Current GJFD Training Academy



Fire Training Site at CLETC



Proposed CLETC Fire Training Site



▶ Benefits of a Training Facility

- Reduce the number of injuries and deaths of firefighters and civilians
- Reduce property damage
- Increase fire department efficiency
- Improve training capability of the fire department