

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE
GRAND JUNCTION REGIONAL COMMUNICATIONS CENTER

RECITALS:

In 1979, the City of Grand Junction Police and Fire Departments and the Mesa County Sheriff's Department joined forces for the purpose of dispatching emergency services. At about the same time 911 service was first provided to the citizens of the Grand Valley.

Sheriff Dick Williams, Police Chief Ed Vandertook, and Fire Chief R.T. Mantlo spearheaded the union and oversaw the function of the operation, thus forming the Grand Valley Communication Center and Communication Center Board.

The Center and its Board were informally constituted in the beginning and given their relatively inauspicious beginnings, did a good job overseeing the City's operation of the Center, which from the beginning has been in either Fire Station #1 or in the Grand Junction Police Department.

In 1989, the City of Grand Junction, Mesa County, the City of Fruita, the Town of Palisade, Clifton Fire Protection District and others signed an intergovernmental agreement, which established the Grand Junction Emergency Telephone Services Authority Board (GJETSAB or Authority). The formation of the Authority provided for the imposition of a 911 surcharge to fund the equipment needs for the continued operation of emergency telephone services in Mesa County by and through the Grand Junction Regional Communication Center (GJRCC or Center).

Since 1989 the City has operated the GJRCC and has continuously provided dispatching and 911 services since that time.

In 1992 the GJRCC became automated with the acquisition of its first computer aided dispatch (CAD) system. A CAD system, which has been upgraded three times since its deployment, continues to serve the Center.

In 1997 the Center Board entered into an Intergovernmental Agreement (Agreement) to provide a basic working document that described the mission and responsibility of the GJRCC and the Board.

The Agreement has served well; however, it is old and does not fully reflect how the Center has changed and the provision of emergency communication has evolved, and how the relationship between the Board and the agencies that utilize the GJRCC (Users or User Agencies) to provide both enhanced 911 service and telecommunications for police, fire, and emergency medical services in Mesa County can be better defined and described.

All Users recognize that the GJRCC provides the best opportunity to provide the most efficient, professional, and cost-effective method for providing essential telecommunications to all police, fire, and public emergency medical agencies.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE
GRAND JUNCTION REGIONAL COMMUNICATIONS CENTER

It is in the best interest of all people who live in or travel through Mesa County that the GJRCC continues to function as a well-equipped, well-staffed and well-trained provider of this essential service.

Given the increasing importance and complexity of providing emergency dispatch and 911 services, the importance, complexity and interrelationship of the Emergency Telephone Services Authority Board and the Grand Junction Regional Communication Center, and its User Agencies, and the fact that 911 remains the most effective and familiar way the public has of seeking emergency assistance, the members of the Grand Junction Regional Communication Center Board do hereby restate and amend the Agreement as provided herein.

Now therefore, in consideration of the following, the signatories hereto, by their signatures on behalf of the entity for which he/she signs, do amend, and restate the Agreement, and state their intention to be bound thereto and thereby as follows:

1. The Recitals are incorporated herein.
2. The employees of the GJRCC are employees of the Grand Junction Police Department and therefore must comply with all City personnel provisions and requirements, e.g., City personnel policies. In addition, employees are regulated by the Grand Junction Police Department Policy and Procedures Manual and the GJRCC Standard Operating Procedure Manual (SOP Manual). If a conflict exists between these policies and manuals, the City's personnel policies (Personnel Policies and Procedures Manual aka PPM) will control. The Manager of the GJRCC is a Grand Junction Police Department employee who is supervised by the Grand Junction Police Chief or his/her designee. All discipline, promotion, compensation, etc. are the responsibility of the Police Chief or his/her designee and are typically made following a recommendation from the Manager.
3. The City's insurer provides coverage for most of the operations of the GJRCC. The GJRCC pays a proportionate share of the City's policy premium. The present City policy provides coverage for employment-related lawsuits brought by or on behalf of any current or former GJRCC employee. The City will be responsible for its employees and agrees that any User in good standing, as defined in the SOP Manual, should not be liable for any employment-related lawsuits brought against such User by or on behalf of any current or former GJRCC employee so long as such User has acted in accordance with law and the policies and procedures of the City and the GJRCC; any such expenses/costs will be part of the GJRCC operating costs. The Police Department agrees to exercise reasonable management practices to minimize any such expenses and costs.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE
GRAND JUNCTION REGIONAL COMMUNICATIONS CENTER

4. The GJRCC SOP Manual describes adopted procedures and protocols for GJRCC operations. All Users shall follow the procedures and protocols contained therein. The SOP Manual may be amended periodically as recommended by the Manager and User Group. If the Manager and the User Group do not agree on any proposed amendment, the amendment shall be presented to the Board for review at the next Board meeting, and unless there is a majority vote of the Board to reject the amendment, the amendment shall be included in the SOP Manual.
5. The GJRCC User Group will be constituted and function in accordance with the latest edition of the GJRCC SOP Manual. The User Group shall include a representative from the GJPD, MCSO, GJFD, FPD, PPD; a member designated by the fire districts to represent them; and the GJRCC Manager or his/her designee. The purpose of the User Group is to help the GJRCC monitor the needs of Users and provide a mechanism to address concerns.
6. Each User in good standing will be represented by the GJRCC Board. The six-person Board consists of the Grand Junction Police Chief who will serve as its Chair; the Grand Junction Fire Chief, the Mesa County Sheriff, the Palisade Police Chief and Fruita Police Chief, and one member chosen by and representing the following agencies: Lower Valley FPD, Palisade Rural FPD, East-Orchard Mesa FPD, Mesa County Fire Authority, Gateway Rural FPD and Clifton FPD. For the purpose of conducting the business of the Board, each Board member has a vote or ½ vote as follows: Mesa County Sheriff – 1 vote; Grand Junction Police Chief – 1 vote; Grand Junction Fire Chief – 1 vote; Palisade Police Chief – ½ vote; Fruita Police Chief – ½ vote; a member chosen by the fire districts – ½ vote.
7. The Board will meet a minimum of three times per year. The June meeting will be to discuss cost allocation methods, formulas and to discuss any changes to the same. Two meetings will be called each September to review the GJRCC's proposed budget for the following year and a meeting will be called in January to conduct miscellaneous business. The Board Chair may call a meeting on his/her own or at the request of any two or more Board members at any time. All Board meetings will be conducted according to the Open Meetings Law. Meeting agendas and meeting minutes will be maintained and distributed to all members. A quorum of 3 ½ votes is needed to vote on and pass any motion. The Board may act on budgets or budgetary items without a quorum being present if the Board is unable to produce enough members to constitute 3 ½ votes after two meetings have been called, with proper advance notification provided to members and a deadline for Board action of October 1 has passed.
8. Cost allocation to all users currently is and remains a fee based on "calls for service" determined by a rolling five-year average. The adequacy of the cost allocation method and all factors involving costs and expenses being passed on to

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE
GRAND JUNCTION REGIONAL COMMUNICATIONS CENTER

Users, pro rata, will be reviewed at each June meeting. Any changes in cost allocation method(s) or other factor(s) involving costs and expenses must be

finalized by a majority decision (3 ½ votes) of the Board by December 31 of the year proposed and will not take effect until January 1 of the year after the year finalized. Should a new public safety agency approach the GJRCC and request inclusion as a "User", the Board Chair will call a meeting of the Board, and after the Board's consideration and approval of the request, if any, the Board will establish a "buy in" cost/assessment that the new User must pay to the GJRCC before service is provided, unless a waiver is approved.

9. Every year, in conjunction with the City's budgeting process, the Chair will distribute a GJRCC budget to the Board and schedule a GJRCC Board meeting during September to be held no sooner than one week after distribution. The GJRCC Manager and Chair, or his/her/their designee(s) will present the budget and respond to questions regarding line items. The Board will adopt a budget which will require 3 ½ votes for passage. Should the Board not adopt a budget by October 1 of the budget year, the Chair shall take one of the following actions:
 - a. Amend the budget to the extent necessary to obtain a minimum of 3 ½ votes for passage;
 - b. Notify the Grand Junction City Manager that the GJRCC Board is at a budget impasse. Upon notification the Manager will take the necessary steps to attempt to obtain the support from the governmental bodies (either elected or appointed) that represent at least 3 ½ Board member votes. If such support is received, the Grand Junction City Manager will advise the Chair that the submitted budget, or a budget amended by the involved governmental bodies is to be implemented for the GJRCC for the next budget cycle;
 - c. Should a GJRCC budget not be passed by December 1 by either the GJRCC Board or implemented by the governmental bodies as described in option "b" above, the Chair shall amend the GJRCC budget to equal a "bottom line" operating number equal to the last year's approved budget plus an amount not to exceed 3%. Such a budget shall be considered final, and all users will pay their associated costs based on the then current cost allocation (presently calls for service) method.
 - d. The GJRCC budget shall contain a contingency fund, set at a level determined by the Board. Exigent circumstances can occur which impact the GJRCC budget between budget preparation cycles that exhaust contingency funding. Such circumstances are predicted to be major equipment failure or personnel shortages that require unforeseen overtime costs. Upon


AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE
GRAND JUNCTION REGIONAL COMMUNICATIONS CENTER

determining that exigent circumstances have or will occur, the Chair shall notify the Board and schedule an emergency meeting. At that meeting the


Chair shall recommend an amended budget to address the exigency(ies). The Board shall pass this amended budget following the same procedures identified to pass the annual operating budget. Cost allocation to User Agencies to meet exigent circumstances shall be at the same level and using the same methodology as used to determine User fees for the current year, unless as otherwise approved by a majority (3 ½ votes) of the Board.

10. The Grand Junction Emergency Telephone Services Authority Board (GJETSAB) continues to operate under all statutory provisions and continues to meet and operate in accordance with law and past practice.
11. This Agreement may be executed in counterpart copies provided all members of the Board sign causing this Agreement to take effect. This Agreement shall be in full force and effect as if all members signed the same copy if counterpart copies are used.
12. This Agreement shall be and remain binding and in effect until it is amended or terminated by a majority (3 ½ votes) of the Board.

IN WITNESS WHEREOF, each member of the Board has executed and approved this Agreement and by his/her signature accepts for and on behalf of the agencies shown the terms hereof as of the 17th day of September, 2024.



Grand Junction Police Department
Matt Smith, Chief of Police



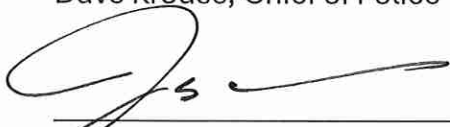
Mesa County Sheriff's Office
Todd Rowell, Sheriff




Grand Junction Fire Department
Ken Watkins, Fire Chief



Fruita Police Department
Dave Krouse, Chief of Police



Palisade Police Department
Jesse Stanford, Chief of Police



Chuck Balke, Fire Chief for the Palisade
Fire Protection District and for and on
behalf of the Fire Protection Districts and
Authorities