

1 INTERGOVERNMENTAL AGREEMENT

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4 THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this
5 8th day of December 2024 by and between the CITY OF GRAND JUNCTION, COLORADO,
6 hereinafter referred to as "City" or "GJFD", and the MESA COUNTY FIRE AUTHORITY,
7 hereinafter referred to as "MCFA". City and MCFA are referred to collectively as the "Parties"
8 and individually as a "Party".
9

10 **RECITALS**

11
12 WHEREAS, ambulance service providers in Mesa County are controlled by Mesa County
13 Resolution No. MCM 2004-220-3 ("EMS Resolution"), and
14

15 WHEREAS, the MCFA operates an Ambulance Service Area ("ASA") as defined in the EMS
16 Resolution, and
17

18 WHEREAS, due to lack of personnel, the MCFA has been unable to provide ambulance services
19 to its ASA that meets minimum standards imposed by the EMS Resolution, and
20

21 WHEREAS, on April 9, 2024, the Mesa County Commissioners passed Resolution No. 2024-26
22 which authorizes City to provide ambulance services to MCFA and encourages compensation to
23 City to provide those services, and
24

25 WHEREAS, it is in the best interests for City, MCFA, and the citizens of MCFA for City to
26 provide EMS and ambulance services to MCFA until such time that MCFA can provide those
27 services.
28

29 NOW, THEREFORE, and in consideration of the premises and other good and valuable
30 consideration, the Parties agree as follows:
31

32 **A. SCOPE OF SERVICES**

- 33
34 1. City shall provide EMS and ambulance services (herein referred to as "Services") to MCFA
35 for the purpose of serving as MCFA's designated ambulance services agency.
36
37 2. GJFD shall begin billing MCFA for Services beginning January 1, 2024 and
38 continue until this agreement is terminated. City shall not seek compensation for Services
39 provided to MCFA prior to the commencement of billing.
40
41 3. Services provided in accordance with this agreement include:
42 a. Providing Emergency Medical Services ("EMS") and ambulance services to the
43 MCFA jurisdiction; and,

- 44 b. billing patients for Services through City's designated ambulance billing contractor;
45 and,
46 c. billing MCFA for apparatus and personnel costs to provide Services; and
47 d. all additional administrative or operational activities necessary to effectuate these
48 Services.
- 49
- 50 4. At all times, GJFD Personnel duties shall be defined by City in accordance with Mesa
51 County EMS standards and GJFD policy and Standard Operating Procedures. GJFD
52 Personnel shall be under the command and control of the GJFD Fire Chief or designee(s).
53 City, by and through the GJFD Fire Chief or designee(s) is responsible for authorizing,
54 approving, and supervising the work performed by the GJFD Personnel under this agreement.
55 The Fire Chief shall consult with and direct the GJFD Personnel as necessary or reasonably
56 required to perform the duties of the GJFD Personnel arising out of or under this agreement.
57 By signing this agreement, MCFA shall be deemed to have consented to the skills,
58 professionalism and training of the GJFD Personnel and the services that they will provide
59 under or in accordance with this agreement, knowing that the services the GJFD Personnel
60 performs shall be in accordance with standards of care, skill, training, diligence and judgment
61 provided by fire and emergency medical service organizations and providers who perform
62 work of a similar nature to the work described in this agreement.
- 63 5. Consistent with experience and training, the GJFD Personnel shall use their individual best
64 professional judgment when directing any tactical, operational or functional decision,
65 including making or recommending changes to patient care. If the GJFD Personnel
66 determines that any tactical, operational or functional practice of MCFA is at variance with
67 best practices of the GJFD and/or that direction of/from the GJFD Personnel is substantially
68 at variance with operational practice of MCFA, then the GJFD Personnel and/or the Fire
69 Chief shall specifically meet and confer about the tactical, operational or functional decision
70 or direction given by the GJFD Personnel and/or the manner that MCFA is or is not
71 discharging the same. If the GJFD Personnel and MCFA have irreconcilable differences,
72 then City and/or MCFA may terminate this Agreement in accordance with the
73 TERMINATION provisions herein.
- 74
- 75 6. City shall equip the GJFD Personnel in accordance with its standard departmental practices.
- 76

77 **B. COMPENSATION**

- 78
- 79 1. MCFA agrees to compensate City for the Services set forth in this Agreement. GJFD's
80 ambulance billing contractor will directly bill the patient according to GJFD's normal billing
81 practices. GJFD will invoice MCFA for apparatus and personnel costs based on the
82 department's reimbursement fee schedule. This schedule is based on standards established
83 by the State of Colorado Resource Rate Form (CRRF) and the City's 2024 Class and
84 Compensation rates for employees. The rates for services are as follows:
- 85

86 **Apparatus Rates per Hour:**

87	Engine/Truck	\$133.00
88	BLS Ambulance	\$45.00
89	ALS Ambulance	\$65.00
90	Safety and Medical Officer (SAM)	\$114.56
91	Personnel Rates per Hour:	
92	EMT/Firefighter	\$25.13
93	Paramedic/Firefighter Paramedic	\$33.43
94	Engineer	\$33.43
95	Captain/Safety and Medical Officer	\$40.19

96
 97 2. GJFD Personnel will continue to be employees of City and City shall compensate the GJFD
 98 Personnel and provide health, general liability and workers compensation insurance and other
 99 customary benefits. Under no circumstance shall GJFD Personnel be considered an
 100 employee or volunteer of MCFA; nor shall MCFA be considered a co-employer of GJFD
 101 Personnel.

102
 103 3. Invoices shall be presented to MCFA on a monthly basis for Services provided. Invoices are
 104 due 30 days from date of presentation ("Due Date"). Unless reasonably disputed, payment
 105 not made by the Due Date shall incur a late charge of ten percent (10%) of the past due
 106 amount.

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 108 **C. TERMINATION**

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 110 This Agreement shall expire on the one (1) year anniversary date from the start date of billing
 111 contained in section (A)(3). If the Parties do not renew this Agreement upon expiration, the
 112 Agreement shall continue to be in effect by either Party acting in accordance with the provisions
 113 herein. Either Party may terminate this agreement for any reason with fourteen (14) days written
 114 notice to the other Party.

115
 116 **D. NOTICES**

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 118 Notices concerning this agreement shall be made in writing by MCFA to the Grand Junction City
 119 Manager at 250 North 5th Street, Grand Junction, Colorado 81501 with a copy to the Office of
 120 the City Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United
 121 States mail, return receipt requested. Notices concerning this agreement shall be made in writing
 122 by City to MCFA at P.O. Box 250, whitewater, Co 81520 by prepaid United States mail, return
 123 receipt requested.
 124 Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

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 126 **E. NON-APPROPRIATION**

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 128 All direct and indirect financial obligations of a Party under this Agreement are subject to
 129 appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's

130 governing body fails to appropriate funds for that Party's obligations under this Agreement, this
131 Agreement shall terminate on January 1 of the year for which the non-appropriation occurred,
132 and no Party shall have any further obligation to any other Party under this Agreement beyond
133 the financial obligations for which it previously appropriated funds.

134
135 **F. GOVERNMENTAL IMMUNITY, MUTUAL RELEASE, AND**
136 **INDEMNIFICATION**
137

- 138 1. Notwithstanding any other provision of this Agreement to the contrary, no term or condition
139 of this Agreement shall be construed or interpreted as a waiver of any provision of the
140 Colorado Governmental Immunity Act 24-10-101 *et. seq.*, C.R.S., as now or hereafter
141 amended. The Parties understand and agree that liability for claims for injuries to persons or
142 property and other injuries which lie in tort or could lie in tort that arise out of the negligence
143 of City/the GJFD Personnel and/or their respective officers, agents and employees is
144 controlled and limited by the provisions of 24-10-101 *et. seq.*, C.R.S., as now or hereafter
145 amended.
146
- 147 2. The Parties expressly agree that the MCFA is solely responsible for the intentional or
148 negligent acts or omissions of the MCFA, and its directors, officers, and agents, that occur in
149 the performance of this Agreement, and that, notwithstanding anything to the contrary herein,
150 City is not assuming responsibility or liability for such intentional or negligent acts or
151 omissions.
152
- 153 3. The Parties expressly agree that City is solely responsible for the intentional or negligent acts
154 or omissions of City, and its council members, officers, employees, volunteers, and agents,
155 that occur in the performance of this Agreement, and that, notwithstanding anything to the
156 contrary herein, the MCFA is not assuming responsibility or liability for such intentional or
157 negligent acts or omissions.
158
- 159 4. To the extent permitted by law, each Party shall indemnify and defend the other Party and its
160 past and current Directors, council members, officers, employees, volunteers, and/or agents
161 (collectively, "Party Agents") from and against any and all claims, causes of action, losses,
162 liability, damages, costs (including, without limitation, attorneys' fees and costs), or expenses
163 of any kind or nature whatsoever arising in whole or in part out of the intentional or negligent
164 act or omission of the indemnifying Party or its Party Agents in connection with this
165 Agreement or the Services to be provided by City hereunder. The indemnified Party shall
166 have the right to select legal counsel of its choice, notwithstanding the indemnifying Party's
167 obligation to pay for the reasonable fees, costs, and expenses incurred by such legal counsel.
168

169 **G. PERSONNEL ALLOCATION**
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- 171 1. MCFA acknowledges that allocation of GJFD resources is at the sole discretion of the GJFD
172 Fire Chief or designee. GJFD resources will not be allocated solely for the coverage of

173 MCFA jurisdiction. All responding GJFD resources will be dispatched from existing City
174 fire stations and/or from existing GJFD resources.

- 175
176 2. In the event that there is insufficient GJFD resources to respond to a call in the MCFA
177 jurisdiction, the GJFD shall request mutual aid according to standing GJFD policy, Standard
178 Operating Procedures, and existing mutual aid agreements.

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180 **H. HEADINGS**

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182 The headings contained in this agreement are for reference purposes only and shall not in any
183 way affect the meaning or interpretation of this agreement.

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185 **I. ENTIRE AGREEMENT**

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187 The Parties acknowledge and agree that the provisions contained herein constitute their best
188 understanding of the circumstances giving rise to this agreement; however, each Party further
189 acknowledges and agrees that alteration(s), amendment(s), change(s) or modification(s) to this
190 agreement may be made but the same shall be valid only if they are contained in an instrument,
191 which is executed by both Parties with the same formality as this agreement. Course of dealing,
192 no matter how long, is not intended, and shall not be construed, as an alteration(s),
193 amendment(s), change(s) or modification(s) to this agreement.

194
195 **J. VENUE AND JURISDICTION**

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197 This agreement shall be construed and interpreted in accordance with the laws of the State of
198 Colorado. Any legal action shall be brought in the Mesa County District Court, which shall have
199 exclusive jurisdiction.

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201 **K. DISCRIMINATION**

202
203 During the performance of this agreement, City agrees that it will neither discriminate nor expect
204 or require the GJFD Personnel to discriminate against any person based on race, creed, color,
205 ancestry, hair texture, hair type or protective hairstyles commonly associated with race, religion,
206 national origin, ancestry, gender, sex, pregnancy, marital status, military status, age, genetic
207 information, family responsibilities, disability, sexual preference or orientation, transgender
208 status, membership or other status in any other group protected by applicable law.

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210 **L. GENERAL**

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212 1. At all times during the performance of this agreement, GJFD shall strictly adhere to all
213 applicable federal, state, and local laws, rules, ordinances, and regulations that have been or
214 may hereafter be established.

215

- 216 2. The persons signing this agreement are authorized to sign and bind the entity for which they
217 sign.
218
219 3. The provisions of this agreement are not mere recitals but are contractual in nature.
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221 4. This agreement may be executed in counterparts and by facsimile or electronic pdf, all of
222 which shall constitute one valid and binding instrument.
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224 IN WITNESS WHEREOF, the Parties have caused this agreement to be executed.
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227 MESA COUNTY FIRE AUTHORITY

228
229 by:  12-16-2024
230 Wayne DeGesualdo, Board President Date
231


232 ATTEST:

233
234 by: 
235 Eric Talley, Board Secretary
236
237

238 CITY OF GRAND JUNCTION

239
240 by:  12.18.24
241 Mike Bennett, City Manager Date
242

243 RECOMMENDED AND APPROVED

244
245 by: 
246 Ken Watkins, Fire Chief
247

248 ATTEST:

249
250 by: 
251 Selestina Sandoval, City Clerk