

**A RESOLUTION ADOPTING AND RATIFYING THE GRAND JUNCTION REGIONAL  
COMMUNICATION CENTER OPERATING AGREEMENT**

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 Board was informally constituted and, given its relatively inauspicious beginnings, did a good job overseeing the City's continued operation of the Center. The City has operated the communication center under the name of the Grand Junction Regional Communication Center (GJRCC) and provided dispatching and 911 services since that time.

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 agreement established the Grand Junction Emergency Telephone Services Authority Board, provided that a surcharge may be imposed to fund the continued operation of emergency telephone services, 911, in Mesa County.

In 1992 the GJRCC became automated with the acquisition of computer aided dispatch (CAD).

In 1996 the Federal Communications Commission issued FCC Order, docket No. 94-102, which requires that Public Service Answering Points (of which the GJRCC is one) provide 911 service for wireless (cellular telephone) customers.

In 1997 the Colorado legislature amended the law to allow 911 providers to collect up to a 70 cent monthly surcharge from all telephone users.

Given the increasing complexity of providing emergency dispatch and 911 services, the complexity and interrelationship of the Emergency Telephone Services Authority Board and the Communication Board and the fact that 911 is the most effective and familiar way the public has of seeking emergency assistance, the members of the Communication Board negotiated and entered into an intergovernmental agreement in late 1997.

This Resolution affirms, adopts and ratifies the actions of the Board members and commends them for their diligence and unfailing efforts in the continued provision of emergency communication and emergency response services to the citizens of the Cities of Grand Junction and Fruita, the Town of Palisade and the citizens of Mesa County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES SIGNING BELOW THAT THIS RESOLUTION IS DULY ADOPTED AND BY ITS ADOPTION THE INTERGOVERNMENTAL AGREEMENT ATTACHED HERETO IS ADOPTED, RATIFIED AND CONFIRMED WITH THE BENEFITS AND OBLIGATIONS THEREIN PROVIDED.

IN SUMMARY, THE AGREEMENT DOES AND PROVIDES THE FOLLOWING:

1. All employees of the GJRCC are employees of the Grand Junction Police Department. The GJPD manages the operations, employees and function of the GJRCC:
2. The City's insurer provides coverage for most of the operations of the GJRCC:
3. The GJRCC Policy and Procedure Manual, adopted by the users on August 7, 1996 describes the policies and procedures for emergency communications:
4. A "user group" comprised of representatives of emergency service agencies shall monitor the needs of the agencies and serve to address concerns and strive to ensure the best possible service:
5. The Board shall meet and decide budgetary matters and other business in accordance with an established voting distribution and schedule of meetings:
6. The Agreement provides a process for resolving any budgetary impasse:
7. For the existence of the Board, operating under and in conformance with the Agreement, until the Agreement is amended or terminated by a majority vote.

This resolution may be executed in counterpart copies and shall be in full force and effect as if all signatures were appended to the same copy if counterpart copies are used.

BE IT SO RESOLVED THIS 18TH DAY OF FEBRUARY, 1998.

/s/ Janet Terry  
Janet Terry  
Mayor of the City of Grand Junction

Attest:

/s/ Stephanie Nye  
Stephanie Nye  
City Clerk

ATTACHMENT C

INTERGOVERNMENTAL AGREEMENT  
GRAND JUNCTION REGIONAL COMMUNICATIONS CENTER

RECITALS:

The purpose of this intergovernmental agreement is to provide a basic working document that describes the mission and responsibility of the Grand Junction Regional Communications Center (GJRCC).

Agreement describes the relationship that exists between the City of Grand Junction and other agencies that utilize the GJRCC ("Users") to provide both enhanced 9-1-1 service and telecommunications for police, fire and emergency medical services in Mesa County.

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.

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 cooperative effort in providing this essential service.

Now therefore, in consideration of the following, the parties hereto, by their signatures do covenant, contract and agree that:

1. All 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 Operations Procedures Manual. If a conflict exists between these policies and manuals, the City's personnel policies (Personnel Policies and Procedures Manual - PPM) will govern. The Manager of the GJRCC is a Grand Junction Police Department employee who is supervised by the Grand Junction Police Chief or his designee. All employment decisions concerning communications center employees, including hiring, firing, discipline, promotion, etc. are the responsibility of the Police Chief or his designee and are typically made following a recommendation from the Manager.

2. 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 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 GJRCC; any such expenses/costs will be part of the GJRCC operating costs. The Police Department agrees to exercise reasonable management practices in order to minimize any such expenses and costs.

3. The GJRCC Policy and Procedure Manual, adopted by users on August 7, 1996, is the comprehensive manual that describes adopted policies, procedures and protocols for GJRCC operations. All users shall follow the policies, procedures and protocols contained therein. This manual may be amended periodically by the Board, as recommended by the Manager and "user group."

4. The GJRCC will maintain a "user group," constituted and functioning in accordance with GJRCC Operations Procedure Manual sections 1.14 and 1.15. The user group shall minimally include a representative from the GJPD, MCSO, FPD, PPD; a member designated by the fire districts to represent them; a GJRCC telecommunicator selected by the Grand Junction Police Chief, two GJRCC supervisors; and one at-large representative from the GJPD, MCSO, GJFD and the GJRCC. The at-large representative shall be nonsupervisory, line personnel. The purpose of the "user group" is to help the GJRCC consistently monitor the needs of all users and provide a mechanism to address concerns and modify telecommunications procedures and protocol in order to deliver the best possible service to all users.

5. All users will be represented by the GJRCC Board. The six-person Board will consist of: the Grand Junction Police Chief who will serve as its Chairman; the Grand Junction Fire Chief, the Mesa County Sheriff, the Palisade Police Chief, the Fruita Police Chief, and one member chosen by and representing the following agencies: Lower Valley FPD, Palisade Rural FPD, East Orchard Mesa FPD, Central Orchard Mesa IFPD and Clifton FPD. For the purpose of conducting the business of the Board, each Board member has a vote or half vote as follows: Mesa County Sheriff - 1 Vote; Grand Junction Police Chief - 1 Vote; Grand Junction Fire Chief - 1 Vote; Palisade Police Chief - 1/2 vote; Fruita Police Chief - 1/2 vote; a member chosen by the fire districts - 1/2 vote.

6. The Board will meet a minimum of three times per year. A meeting will be called in June of each year to discuss cost allocation methods, formulas and to discuss any changes to the same. A meeting 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 Chairman may call a meeting on his own or at the request of any 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 3-1/2 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- 1/2 votes after two meetings have been called, with proper notification provided to members and a deadline for Board action of October 1 has passed.

7. Cost allocation to all users currently is and remains a fee based on "calls for service." That cost allocation method and all factors involving costs and expenses being passed on to users, pro rata, will be reviewed at each June meeting. Any changes in cost allocation methods or factors must be finalized 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 Chairman will call a meeting of the Board, and after the Board's approval of the request, the Board will establish a "buy in" cost/assessment that the new user must pay to the GJRCC before service is provided.

8. On alternating years and in conjunction with the City of Grand Junction's budgeting process, the Chairman will distribute a two-year GJRCC budget to the Board and schedule a GJRCC meeting date during September, to be held no sooner than one week after distribution. The Manager and Chairman will present said budget and respond to questions regarding line items. The Board will adopt a budget which will require three and one-half votes for passage. Should the budget not be adopted by October 1 of the budget year, the Chairman shall take one of the following actions:

a) Amend the budget to the extent necessary to obtain a minimum of three and one-half 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 three and one-half Board member votes. If such support is received, the Grand Junction City Manager will advise the Chairman that the submitted budget, or a budget amended by the involved governmental bodies is to be implemented for the GJRCC for the next two-year 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 #2 above, the Chairman 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 current cost allocation (calls for service) method.

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 determining that exigent circumstances have or will occur, the Chairman shall notify the Board and schedule an

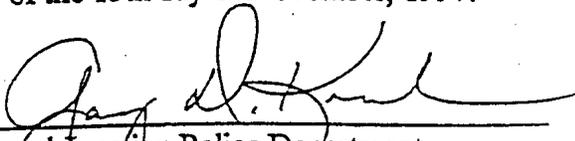
emergency meeting. At that meeting the Chairman shall recommend an amended budget to address the exigency. The Board shall pass this amended budget following the same procedures identified to pass the regular two-year operating budget. Cost allocation to user agencies to meet exigent circumstances shall be at the same level and using the same methodology as used to determine basic user fees for the current year.

9. The Grand Junction Emergency Telephone Safety Authority Board (GJETSAB) continues to operate under all statutory provisions and continues to meet and operate in accordance with law and past practice.

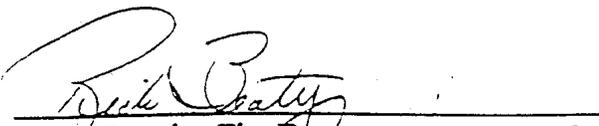
10. This Agreement may be executed in counterpart copies provided all members of the Board sign causing this Agreement to take effect. This Agreement shall be in full force and effect as if all members signed the same copy, if counterpart copies are used.

11. This Agreement shall be and remain binding and in effect until it is amended or terminated by 3-1/2 affirmative votes of the Board.

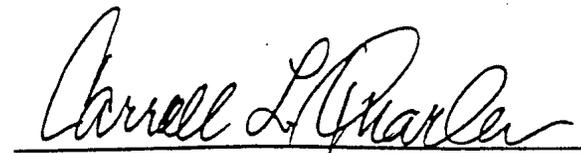
IN WITNESS WHEREOF, each member of the Board has executed its approval of this Agreement and by his signature accepts for and on behalf of the agencies shown the terms hereof as of the 13th day of November, 1997.

  
Grand Junction Police Department  
Gary Konzak, Chief of Police

  
Mesa County Sheriffs Office  
Riecke Claussen, Sheriff

  
Grand Junction Fire Department  
Rick Beaty, Fire Chief

  
Fruita Police Department  
Kris Monson, Chief of Police

  
Palisade Police Department  
Caroll Quarles, Chief of Police

  
Clifton Fire Protection District  
Kent Holsan, Fire Chief for the  
Rural Fire Protection Districts