

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONUMENT FIRE DISTRICT AND
TOWN OF PALMER LAKE
RELATED TO EMAS SERVICES WITHIN THE TOWN**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into this 1st day of August, 2023 (the “Effective Date”), by and between the TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT, a Colorado special district d/b/a MONUMENT FIRE DISTRICT (“District”), and the TOWN OF PALMER LAKE, a Colorado statutory town (the “Town” or “Palmer Lake”). The District and the Town are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties are authorized by Section 29-1-203, C.R.S., as amended, to enter into contracts or agreements for the sharing of costs for any function, service, or facility authorized to each of the cooperating or contracting parties; and

WHEREAS, Section 29-1-201, C.R.S. as amended, clearly articulates and affirmatively expresses a State policy authorizing political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective powers; and

WHEREAS, the Parties agree that there is a need to ensure cost effective, responsive and professional emergency medical ambulance services (“EMAS”) within the Town; and

WHEREAS, the District has been providing such services within the Town pursuant to a now-expired intergovernmental agreement; and

WHEREAS, in order to assist in funding and to facilitate continued assistance by the District to the Town for EMAS, the Town agrees to pay an annual fee to the District, which shall be annually adjusted and reconciled, invoiced and payable as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, which the Parties agree is sufficient, it is hereby agreed that:

1. Purpose. The purpose of this IGA is to establish the process by which the Town shall participate in cost sharing for the infrastructure and resources needed to continue to provide EMAS to the Town, while the Town is unable to provide the mutual service. Nothing in this IGA modifies or amends the District’s ability or authority to seek and receive reimbursement for transport charges on a per call basis from any third-party recipient of EMAS.

2. Definitions.

An “EMAS Annual Fee” shall mean the amount mutually agreed to annually during the budget preparation for the District and the Town (no later than November 1 of each year) payable to the District by the Town for EMAS, subject to annual adjustment as mutually agreed by both parties to be effective on January 1 of the next ensuing year. The EMAS Fee for

August- December 31, 2023 shall be \$3713.00, for 2024 shall be \$8912.00, and the EMAS Fee for subsequent years shall be calculated as follows:

Projected budgeted cost to the District to provide EMAS Transports on a per-call basis within its service area and the Town in the next fiscal (calendar) year net of any projected payments to the District from outside insurance providers or patients (“Per Call Cost”) (for the remainder of 2023 and for 2024, the Per Call Cost is \$557.00),

Multiplied by

the average of the number of EMAS Transports by the District to the Town (not to include cancelled calls) within the preceding calendar year (for calculating the EMAS Annual Fee for the remainder of 2023 and for 2024, this number equals 16)

An “EMAS Transport” shall mean a transport via EMAS from a location that is within the Town boundaries but not otherwise within the District service area boundaries that was authorized by a Palmer Lake Firefighter, such persons being the only persons who shall have authority to request EMAS Transport from the District.

3. Invoicing.

(a) The District shall prepare and submit to the Town an annual invoice for the EMAS Annual Fee in December of each year (“Annual Invoice”).

(b) The Annual Invoices for the EMAS Annual Fee shall include all information used in determining the EMAS Annual Fee for the next fiscal year, including a report of the prior year EMAS Transports within the Town with dates and times of the EMAS Transport(s) and the name of the requesting Palmer Lake firefighter, and the number of total EMAS Transports within the Town and EMAS Transports within the District’s service area boundary in the past calendar year and the cost to the District to provide EMAS Transports on a per-call basis within its service area and the Town in the past calendar year. The District is not obligated to provide information which is protected from disclosure under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any other applicable state or federal laws that concern the disclosure or privacy of medical information.

(c) During its budget preparation, the Town may request and the District shall also provide information used by the District to determine the projected budgeted cost to the District to provide EMAS Transports on a per-call basis within its service area and the Town in the next fiscal (calendar) year net of any payments to the District from outside insurance providers or patients.

4. Payment. The EMAS Annual Fee shall be paid to the District by the Town on an annual basis and shall be due to the District by the fifth of January each year.

5. Annual Reconciliation. In January of each year in which this Agreement is in effect and within 30 days of termination by either Party of this Agreement, the District shall send to the

Town an accounting of the total number of EMAS Transports in the preceding calendar year and information on whether that number was equal to, greater than or lesser than the number of EMAS Transports in the preceding year used to determine the Annual EMAS Fee for the prior year ("Reconciliation"). Using the previously provided Per Call Cost, the Parties shall credit or pay to each other in the year the Reconciliation is due an amount as appropriate in the event the number of EMAS Transports was greater or less than the number used not determine the Annual EMAS Fee for the preceding year. This provision shall survive termination of this Agreement.

6. Late Payments. Payment is due on the dates as set forth above and payments received more than 5 days after such date shall be assessed interest at a rate of 1.5% monthly, or 18% annually, until paid. If the Town fails to make payment within 30 days when due, the District may choose to immediately terminate this IGA and cease providing EMAS within the Town. Neither the Town, nor the District shall be relieved of its obligation to reconcile any outstanding amounts due to the other Party either for EMAS Transports provided prior to the date of termination or excess payments for EMAS Transports not provided prior to the date of termination.

7. Annual Appropriations and Payment Obligation. The obligations of the Parties hereunder are subject to annual appropriations. In the event the Town fails to appropriate adequate funding and/or fails to make payment due hereunder, the District may discontinue providing EMAS within the Town and this IGA shall immediately terminate. Such termination shall not relieve the Town of any incurred liability for payments to the District of the Annual EMAS Fee for periods during which such services were provided under this Agreement.

8. Term. This IGA shall be effective as of the Effective Date set forth on page 1 and shall continue unless terminated in accordance with Section 7 or by either party with 90 days advance written notice to either the Fire Chief of the District at the District main office and/or the Administrator of the Town at the Town main office, as the case may be. If termination takes place mid-year, at the completion of the Reconciliation contemplated by Paragraph 5, the Town shall be paid a pro-rated refund of any previously paid annual EMAS Fee.

9. Notice. Any notice required or permitted by this IGA shall be in writing, including electronic notice, and shall be deemed to have been sufficiently given for all purposes addressed to the party to whom such notice is to be given at such Party's principal business office address or, if sent by electronic mail, notice shall be sent to the Town Administrator for the Town and the Fire Chief for the District and reply electronic mail confirmation of receipt is required for the notice to have been determined duly given.

10. Miscellaneous Provisions.

(a) This IGA contains all of the terms agreed upon by the Parties related to the cost sharing of EMAS to the Town. Any amendments or modifications to this IGA must be in writing executed by the Parties in order to be valid and binding.

(b) No Party to this IGA shall assign or transfer any of its rights, duties or obligations hereunder without prior written consent of the other Party which consent may be withheld for any or no reason.

(c) The Parties agree and acknowledge that this IGA may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

(d) Except as otherwise stated herein, this IGA is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity under or pursuant to this IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.

(e) This IGA constitutes the entire agreement of the Parties hereto. To the extent not already terminated or expired, any past agreements between the Parties that address the same subject matter as this IGA are expressly terminated and replaced with this IGA. The Parties agree that there have been no representations made other than those contained herein, that this IGA constitutes their entire agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

(f) Article X, Section 20/TABOR: The Parties understand and acknowledge that the District and the Town are subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law. Upon the failure to appropriate such funds, this IGA shall be terminated.

(g) This IGA may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(h) No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other of the provisions of this IGA, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

(i) No elected official, officer, agent or employee of the District or the Town shall be charged personally or held contractually liable under any term or provision of this IGA, or because of any breach thereof or because of its or their execution or approval of this IGA.

(j) The Parties and their respective elected officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this IGA the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as the same may be amended from time to time.

(k) The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status throughout.

IN WITNESS WHEREOF, the Parties have executed this INTERGOVERNMENTAL AGREEMENT to be effective as of the Effective Date set forth in the opening recital..

DISTRICT

By: Michael Smaldino, President of Board of Directors

TOWN OF PALMER LAKE

ATTEST:

By: Glant Havenar, Mayor

Town Administrator/Clerk