

CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 12  
Series of 2014

**TITLE: A RESOLUTION APPROVING THE RENEWAL AND SECOND AMENDMENT OF AN INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE SERVICES AMONG THE CITY OF WHEAT RIDGE, THE WHEAT RIDGE FIRE PROTECTION DISTRICT AND RURAL/METRO OF CENTRAL COLORADO, INC. d/b/a PRIDEMARK PARAMEDIC SERVICES**

**WHEREAS**, the City of Wheat Ridge, Colorado (the "City"), acting through its City Council ("Council") is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for protection of the public health, safety and welfare; and

**WHEREAS**, in the exercise of that authority, effective January 1, 2012, the Council approved an Intergovernmental Agreement (the "IGA") among the City, the Wheat Ridge Fire Protection District (the "District") and Rural Metro of Central Colorado, Inc. d/b/a Pridemark Paramedic Services ("Pridemark") for the provision of ambulance services within the City boundaries; and

**WHEREAS**, the IGA requires annual renewal and approval; and

**WHEREAS**, to ensure adequate emergency ambulance service, the Council desires to renew the IGA for calendar year 2014; and

**WHEREAS**, one amendment to the IGA has been previously approved, on or about February 11, 2013 concerning geographical response areas; and

**WHEREAS**, based on the parties' two years' experience with the Agreement, they recognize the need to clarify the roles and responsibilities of the City and the ambulance provider concerning certain patient transports (**EXHIBIT A**), including but not limited to liability for the payment of costs for such services; and

**WHEREAS**, for such purpose and in conjunction with annual renewal of the IGA, the Council wishes to approve the Second Amendment thereto;

**WHEREAS**, Section 14.2 of the Wheat Ridge Home Rule Charter requires the Council to approve agreements with other governmental entities by resolution or ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the Wheat Ridge, Colorado, as follows:

**Section 1.** The Council hereby approves the renewal of the Intergovernmental Agreement for ambulance services between the City of Wheat Ridge, the Wheat

Ridge Fire Protection District, and Rural/Metro of Central Colorado, Inc. d/b/a Pridemark Paramedic Services.

**Section 2.** The Council hereby approves the Second Amendment to the Intergovernmental Agreement renewed under Section 1 above, attached hereto in **EXHIBIT A** and incorporated into this Resolution by this reference.

**Section 3.** This Resolution shall be effective immediately.

**DONE AND RESOLVED** this 10th day of February, 2014.



ATTEST:

*Janelle Shaver*  
\_\_\_\_\_  
Janelle Shaver, City Clerk

*Joyce Jay*  
\_\_\_\_\_  
Joyce Jay, Mayor

**INTERGOVERNMENTAL AGREEMENT  
AMENDMENT TO RFP 11-31  
AMBULANCE SERVICES AGREEMENT**

AMENDMENT # 2, February 10, 2014

Pursuant to the original contract with **RURAL/METRO OF CENTRAL COLORADO, INC., d/b/a PRIDEMARK PARAMEDIC SERVICES, 6100 W. 54<sup>th</sup> Avenue, Arvada, Colorado 80002**, regarding the above project, the City hereby authorizes this amendment to the original contract as follows:

1. Part 3.0 of the Agreement, concerning Terms and Conditions of service, is hereby amended by the addition of a new Section 3.8, to read in its entirety as follows:

3.8. Detox and Mental Health Hold Transports. Notwithstanding any other provision of this Agreement to the contrary, the Parties shall adhere to the following protocols in regards to ambulance transports to detoxification facilities or to medical facilities for purposes of mental health holds:

3.8.1. Detox Transports.

A. City personnel and Company personnel will cooperatively attempt to obtain subject consent to transport. If consent is obtained, the City and Company shall each duly document such consent in its usual manner of record-keeping.

B. If consent to transport cannot be obtained from an intoxicated subject who is unable to care for himself or who requires detoxification supervision or medical care, the Company shall transport such a subject as a patient who lacks decision-making capacity, in accordance with the Denver Metro Paramedic Protocols.

C. The Company shall bill the subject for the cost of detoxification transports on the basis of either express or implied consent. The Company agrees that it shall not seek to recover the costs of detoxification transports from the City. The Parties recognize and agree that such transports do not constitute "custody" for purposes of Section 16-3-401 of the Colorado Revised Statutes.

3.8.2. Mental Health Hold Transports.

A. City personnel and Company personnel will cooperatively attempt to obtain subject consent to transport if such personnel agree that consent can be meaningfully given by the subject. If consent is obtained, the City and Company shall each duly document such consent in its usual manner of record-keeping.

B. If subject consent cannot be obtained pursuant to A. above:

i. If the subject lacks decision-making capacity, the Company will transport the subject in accordance with the Denver Metro

**EXHIBIT A**

Paramedic Protocols. In such event, and when City personnel determine that the subject meets the applicable statutory criteria, City personnel shall provide completed mental health hold documentation on the subject to Company personnel. Such documentation is provided by the City as a fulfillment of its Police Department duties and intended as a corroboration of the determination of Company personnel that a subject requires medical evaluation and/or treatment. The Company agrees that mental health hold documentation provided by City law enforcement personnel is not an exercise or admission of "custody" for purposes of CRS 16-3-401 and shall not be used by the Company to seek to recover the costs of such transports from the City.

ii. If the subject does not lack decision-making capacity, or if City personnel believe the subject lacks such capacity but Company personnel disagree, Company personnel shall contact the Base Physician, in accordance w Guideline "E" under the "Mental Health Holds" portion of the Denver Metro Paramedic Protocols, for a remote evaluation of the subject. The Base Physician shall determine whether the subject must be transported against his will. If the Base Physician orders the subject transported for evaluation against his will, the Company and City shall proceed with transport, paperwork and billing as set forth under paragraph i. above. If the Base Physician does not authorize the transport of the subject against his will, the City shall not utilize the Company for transport.

C. The Company shall bill the subject for the cost of mental health hold transports on the basis of either express or implied consent. The Company agrees that it shall not seek to recover such costs from the City and that mental health hold transports do not constitute "custody" for purposes of Section 16-3-401 of the Colorado Revised Statutes.

3.8.3. During transport, Company personnel shall exercise that degree of physical control over patients as is required by relevant practices, customs and professional standards. If, despite the exercise of such control, a person being transported pursuant to this Section 3.8 escapes before he is delivered to his ultimate destination, the City expressly agrees that such escape does not constitute a breach of this Agreement by Company.

3.8.4. The City and Company each recognize and agree that mental health holds, detoxification holds and other emergency commitments authorized by law reflect a public policy of providing care and treatment to those unable to obtain it themselves. Emergency holds and commitments do not serve the same purposes and goals as arrests, detainments in jails and other forms of traditional law enforcement "custody," e.g., preventing escape pending adjudication, segregating offenders as punishment and protecting the law-abiding population. Each Party seeks to play its customary role in protecting individuals and the public and in facilitating

## **EXHIBIT A**

the provision of care to those who need it without fear of unpredictable and uncontrollable expenses.

2. Each and every other provision of the Agreement, as amended and existing as of the date of approval of this Second Amendment, is affirmed, ratified and remains in full force and effect.

All other original terms and conditions remain the same.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement and intend for it to be in full force and effect on the 10th day of February, 2014.

[Signature page follows.]



**ATTEST:**

Janelle Shaver  
JANELLE SHAVER, CITY CLERK

February 12, 2014  
DATE

(Seal)

**APPROVED AS TO FORM:**

Gerald Dahl  
GERALD DAHL, CITY ATTORNEY



**WHEAT RIDGE FIRE DISTRICT**

**ATTEST:**

\_\_\_\_\_  
President:  
Wheat Ridge Fire District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Wheat Ridge Fire District Attorney

**CITY**  
CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900

Joyce Jay  
JOYCE JAY, MAYOR

**COMPANY**

RURAL/METRO OF CENTRAL COLORADO,  
INC. d/b/a PRIDEMARK PARAMEDIC  
SERVICES  
6100 WEST 54<sup>TH</sup> AVENUE  
ARVADA, CO 80002

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**ATTEST TO COMPANY:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE