

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 01
Series of 2019

TITLE: A RESOLUTION APPROVING AN AMENDED POLICE RECRUIT TRAINING AGREEMENT TO PROVIDE LAW ENFORCEMENT ACADEMY TRAINING FOR NINE WHEAT RIDGE RECRUITS AT THE COMBINED REGIONAL ACADEMY

WHEREAS, pursuant to C.R.S. § 29-1-203, the cities of Wheat Ridge and Lakewood, Colorado are authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, Lakewood and Wheat Ridge are each authorized to perform law enforcement functions pursuant to Section 6, Article XX of the Colorado Constitution and C.R.S. § 31-15-401; and

WHEREAS, such law enforcement functions occasionally necessitate the training of new police officer recruits; and

WHEREAS, Wheat Ridge does not employ a large enough number of police officer recruits or dedicated training staff to operate its own law enforcement training academy; and

WHEREAS, the City of Lakewood operates a law enforcement training academy, in cooperation with the Jefferson County Sheriff's Office; and

WHEREAS, the Wheat Ridge Police Department recommends sending its police officer recruits to said academy, under those terms and conditions set forth in the intergovernmental agreement attached to this Resolution; and

WHEREAS, the Wheat Ridge City Council ("Council") finds that approval of the attached agreement would promote the public health, safety and welfare by providing cost-effective quality training to future Wheat Ridge police officers; and

WHEREAS, the cost of attending the recruit training is \$6,500 per recruit, and the police department has nine new recruits to be trained; and

WHEREAS, in accordance with Section 14.2 of the City's Home Rule Charter, the City Council wishes to approve said intergovernmental agreement by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Wheat Ridge City Council, that:

The Police Recruit Training Agreement by and between the City of Lakewood and the City of Wheat Ridge, concerning the training of Wheat Ridge police officer recruits at the Combined Regional Academy at a cost of \$6,500 per

recruit, as attached to this Resolution and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.


DONE AND RESOLVED this 14th day of January 2019.



Bud Starker, Mayor

Janece Hoppe, Mayor pro Tem

ATTEST:



Janelle Shaver, City Clerk



POLICE RECRUIT TRAINING AGREEMENT

This POLICE RECRUIT TRAINING AGREEMENT (the "Agreement") is made and entered into this 14th day of January, 2019 (the "Effective Date"), by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), on behalf of itself and Jefferson County, Colorado (the "County"), and **CITY OF WHEAT RIDGE**, a municipal corporation of the State of Colorado, with offices at 7500 West 29th Avenue, Wheat Ridge, CO 80033 ("Agency").

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (the "Academy"); and

WHEREAS, Agency is desirous of having its police recruits ("Recruits") attend Academy classes during the term of this Agreement, the number of such Recruits attending each Academy, and associated costs, to be agreed by the parties as set forth in Exhibit A attached hereto; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide training of the Recruits at the Academy.
2. Term of Agreement. This Agreement shall have a term of five (5) years from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.
4. Number of Recruits, Payment. Agency and Lakewood will agree on the number of Agency Recruits, if any, who will attend each Academy. Not later than fifteen (15) days prior to the commencement of an Academy, Agency shall pay to Lakewood the amount set forth in Exhibit A for the number of Agency Recruits that will attend.
5. Termination. Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.
6. Independent Contractor Status. Lakewood, the County and Agency are all governmental entities (each, an "Entity"). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker's compensation insurance benefits and any other benefit. The Recruits are and shall remain employees of Agency and as such are not eligible for any salary or benefits from Lakewood or the County.

7. Insurance.

- a. Agency shall continuously maintain statutory Worker's Compensation employer's liability coverage. Agency is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.
- b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Agency agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Agency, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective officers, employees and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever, which arise from any acts or omissions of any Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any Recruit, if such injury, loss or damage is or is claimed to be caused in whole or in part by the act, omission or other fault of any Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the parties and their officers or employees.

9. General Provisions.

- a. Integration, Amendment of Exhibit. This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement shall not be enlarged, modified, altered or extended, except in writing, signed by the parties and endorsed herein. For the avoidance of doubt, the parties agree that Exhibit A may be amended from time to time in a writing signed by the Chiefs of Police of Lakewood and Agency. This Agreement shall inure to the benefit of and be binding upon Lakewood and Agency and their successors and assigns.
- b. Assignment. This Agreement shall not be assigned by either party.
- c. Severability. If any part of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part held to be invalid.
- d. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Jefferson County, Colorado, and this transaction shall be governed by the laws of the State of Colorado.
- e. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Agency.

- f. Current Expenditures. Financial obligations of the parties after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by each party's City Council. The parties' obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of either party within the meaning of Article X, Section 20 of the Colorado Constitution.

- g. Counterparts; Electronic Disposition. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

[Remainder of page intentionally blank – signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF LAKEWOOD

Daniel J. McCasky, Chief of Police

ATTEST:

Margy Greer, City Clerk

Approved as to form:

Jennifer S. Roth, Deputy City Attorney-Criminal



CITY OF WHEAT RIDGE

Bud Starker

Bud Starker, Mayor

ATTEST:

Janelle Shaver

Signature

Janelle Shaver, City/Town Clerk

APPROVED AS TO LEGAL FORM:

Gerald Dahl

Signature

Gerald Dahl, City Attorney

EXHIBIT A
Number of Agency Recruits and Payment Amount

Academy commencement date: January 14, 2019

Number of Agency Recruits attending: 9

Amount per Agency Recruit payable to Lakewood: \$6,000

Total amount payable from Agency to Lakewood for Recruit training: \$54,000

