

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 41
Series of 2019

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE WEST METRO FIRE PROTECTION DISTRICT FOR RADIO SPECIALIST 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 for the protection of the public health, safety and welfare and to create, fund and operate a municipal police department; and

WHEREAS, pursuant to such authority, the City operates the Wheat Ridge Police Department ("Department") which, from time to time, requires the services of a radio specialist to provide expertise and services related to the operation, maintenance, replacement, installation and use of radio systems; and

WHEREAS, the Department does not require such services on a full-time in-house basis; and

WHEREAS, the West Metro Fire Protection District ("District") currently employs a radio specialist and has expressed willingness to permit the Department to receive services from the specialist on a pro-rated cost-basis; and

WHEREAS, C.R.S. § 29-1-203 authorizes Colorado local governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City and the District wish to express their mutual understanding and agreement concerning their shared use of and payment for the radio specialist through an intergovernmental agreement; and

WHEREAS, the City Council therefore desires to approve the proposed intergovernmental agreement by resolution, as required by Section 14.2 of the Wheat Ridge Home Rule Charter.

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

The attached Agreement for Radio Specialist Services between the City of Wheat Ridge and the West Metro Fire Protection District is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this 22nd day of July 2019.



Bud Starker, Mayor

ATTEST:



Janelle Shaver, City Clerk



AGREEMENT FOR RADIO SPECIALIST SERVICES

THIS AGREEMENT FOR RADIO SPECIALIST SERVICES ("Agreement") is made and entered as of the 22 day of July, 2019 ("Effective Date"), by and between the CITY OF WHEAT RIDGE, COLORADO, a Colorado municipal corporation, (hereinafter referenced as "Wheat Ridge"), and the WEST METRO FIRE PROTECTION DISTRICT, a Colorado special district (hereinafter referenced as "West Metro"), collectively referred to hereinafter as the "Parties."

RECITALS

WHEREAS, West Metro currently employs a radio specialist ("Radio Specialist") who provides it with expertise and services related to the operation, maintenance, replacement, installation and use of radio systems ("Services"); and

WHEREAS, Wheat Ridge is also in need of Services, and West Metro has expressed a willingness to contract with Wheat Ridge to allow it to use the Radio Specialist's services on a regular basis; and

WHEREAS, the Parties are each, respectively, political subdivisions of the State of Colorado and are permitted to cooperate with one another and enter into contracts for the purposes of providing a service that both are lawfully authorized to provide pursuant to § 29-1-203, C.R.S.; and

WHEREAS, the Parties wish to express and memorialize their mutual understanding and agreement concerning the terms and conditions of Wheat Ridge's use of the Radio Specialist, as further set forth herein.

COVENANTS

NOW THEREFORE, in consideration of the recitals, covenants, and promises herein set forth and other good and valuable consideration herein received, the Parties agree as follows:

1. Availability of Radio Specialist. West Metro shall make its Radio Specialist available to Wheat Ridge under the terms set forth in this Agreement.
2. Work Schedule. As of the Effective Date, the Parties agree to the Radio Specialist Work Schedule set forth on **Exhibit A**, attached hereto and incorporated herein. The Parties further agree that such schedule shall be reviewed by them in December of each calendar year during which this Agreement is in effect, and the Parties shall then agree upon a Work Schedule for the next subsequent calendar year. The Parties agree that they may also agree to review the Work Schedule at other times and may amend the Work Schedule by an agreement in writing without formal amendment of Exhibit A of this Agreement.
3. Radio Specialist Employment Status. The Parties agree that the Radio Specialist providing services hereunder shall, at all times, be and remain an employee of West Metro. West Metro agrees that it shall be responsible for all employment obligations related the Radio Specialist, including but not limited to the provision of wages, benefits, proper income withholdings and reporting requirements, workers' compensation coverage and insurance, notwithstanding the monetary contributions thereto made by Wheat Ridge under this Agreement.

4. Wheat Ridge Payment Obligation. As of the Effective Date, Wheat Ridge agrees to pay West Metro the equivalent of forty percent (40%) of the compensation paid to the Radio Specialist by West Metro, not to exceed \$15,015 for the period from the Effective Date to December 31, 2019 ("2019 Compensation"). Wheat Ridge shall pay the 2019 Compensation in advance no later than August 15, 2019, and on an annual basis thereafter, West Metro shall forward the next calendar year's proposed budgeted Radio Specialist rate of compensation and proposed Wheat Ridge share thereof. Wheat Ridge shall review such proposal during its budget process and notify West Metro no later than August 1, 2019, of any proposed amendments thereto. The Parties agree that Wheat Ridge's forthcoming annual payment obligation must be mutually agreed upon in writing no later than December 1 of each calendar year during which this Agreement is in effect. The Parties' failure to timely agree upon the Wheat Ridge share of the Radio Specialist compensation shall operate to automatically terminate this Agreement as of January 1st of the following calendar year.

5. Term. The initial term of this Agreement shall be from the Effective Date through December 31, 2019. Thereafter, the Agreement shall automatically renew for one (1) calendar year terms, as long as the Parties have reached a written agreement concerning Wheat Ridge's payment obligation, as described in Section 4 above, prior to January 1st of any renewal term.

6. Amendment. The Parties agree that any amendment of this Agreement other than amendments to the Radio Specialist Work Schedule in **Exhibit A** or Wheat Ridge's annual payment obligation, as expressed in Sections 2 and 4 hereof, may be accomplished only by formal written amendment to this Agreement, duly approved by each Party. Amendments to **Exhibit A** or Sections 2 and 4 shall still be evidenced by a written agreement, signed by both Parties and shall be deemed in effect until a subsequently dated amendment supersedes it.

7. Termination. In addition to the termination provision set forth in Section 4 hereof, the Parties agree that either Party may terminate its participation in this Agreement by written notice given to the other Party not less than thirty (30) days prior to the effective date of such termination.

8. Notice. Any written notice or agreement required by this Agreement shall be deemed sufficiently given or documented if personally delivered, electronically mailed or sent by First Class U.S. Mail, addressed as follows:

If to Wheat Ridge: Dave Pickett, Division Chief
Support Services Division
7500 W 29th Ave.
Wheat Ridge, CO 80033

If to West Metro: Mark Krapf, Deputy Chief - Administration
433 South Allison Parkway
Lakewood, CO 80226

9. Waiver. Failure to insist upon strict compliance with any of the terms, covenants and/or conditions hereof shall not be deemed a waiver of such terms, covenants and/or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

10. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the subject matter of this Agreement.

11. Governing law; severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, jurisdiction and venue shall be proper and exclusive in the Courts of the County of Jefferson, State of Colorado. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

12. No Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13. Liability of the Parties. The provision of services under this Agreement is for the benefit of the Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.

14. Nonassignment. This Agreement shall not be assigned or delegated by a Party without the prior written consent of the other.

15. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, and their respective legal representatives and successors.

16. Immunities Preserved. It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities, defenses or monetary limitations provided by the Colorado Governmental Immunity Act, §24-10-101, C.R.S, et. seq., the common law or any other applicable law, rule or regulation.

17. Non-Appropriations. All direct and indirect financial obligations of the Parties under this Agreement are subject to the annual appropriation of funds by their respective governing body or board. No provision of this Agreement will be construed or interpreted: (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated by such Party for such fiscal year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

18. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. If such dispute or

claim is not settled through mediation, then either party may initiate a civil action in the District Court for Jefferson County.

[Signature Page Follows]


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to become effective on the day and year first above written.

WHEAT RIDGE:

ATTEST:

CITY OF WHEAT RIDGE, COLORADO

By:


Janelle Shaver, City Clerk

By:


Bud Starker, Mayor

WEST METRO FIRE PROTECTION DISTRICT:

ATTEST:

By:


Board Secretary

By:


Board President

EXHIBIT A

RADIO SPECIALIST WORK SCHEDULE

General:

Workdays will be Monday through Friday

Work hours will be 0700 until 1300

Flexibility:

Specialist is available by email and phone other hours and will log those work hours as appropriate

Specialist will flex hours when needed to attend appropriate regional events