

RESOLUTION # 2015-37

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF RIO BLANCO COUNTY, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE RIO BLANCO FIRE PROTECTION DISTRICT CONCERNING DISPATCH SERVICES BY THE RIO BLANCO COUNTY SHERIFF'S OFFICE COMMUNICATIONS CENTER

WHEREAS, Rio Blanco County ("County"), by and through the Rio Blanco County Sheriff's Office, operates a Communications Center for 911 and other emergency calls for law enforcement, fire, and emergency medical services in Rio Blanco County, which has the capacity to assist other jurisdictions within the County; and

WHEREAS, an Intergovernmental Agreement has been proposed between the Rio Blanco County Fire Protection District, ("District"), and County authorizing the District to utilize the dispatch services by the Communications Center for the answering of emergency fire and medical services calls, and the dispatching of District personnel to those calls, subject to payment by District of a service fee; and

WHEREAS, the District and County are authorized to enter into an Intergovernmental Agreement pursuant to state law, including but not limited to Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-201 et seq.; and

WHEREAS, the Board of County Commissioners of Rio Blanco County by this Resolution desires to approve said Intergovernmental Agreement and authorize its execution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RIO BLANCO COUNTY, COLORADO:

1. The Proposed Intergovernmental Agreement between Rio Blanco County and the Rio Blanco Fire Protection District concerning the District's obtaining dispatch services from the Rio Blanco County Sheriff's Office Communications Center attached hereto is hereby approved.
2. The Rio Blanco County Sheriff and his staff are hereby authorized to execute any additional documents and do all other things necessary on behalf of the County to perform the obligations of the County under the IGA.

DULY MOVED, SECONDED, AND PASSED ON A VOTE OF 3 FOR AND 0 AGAINST THIS 9th day of November, 2015.

BOARD OF COUNTY COMMISSIONERS
RIO BLANCO COUNTY, COLORADO

By: _____
Jeffrey D. Eskelson, Chairman

By: _____
Shawn J. Bolton, Commissioner

By: Jon D Hill
Jon D. Hill, Commissioner



ATTEST:

Boots M Campbell
Boots M. Campbell
Rio Blanco County Clerk

**INTERGOVERNMENTAL AGREEMENT
SERVICE LEVEL AND FUNDING AGREEMENT FOR USER AGENCIES
RIO BLANCO COUNTY SHERIFF'S COMMUNICATIONS CENTER**

This Intergovernmental Agreement (IGA) is made and entered into this 9th day of November, 2015 by and between the Board of County Commissioners of Rio Blanco County, Colorado with a principal place of business at 200 Main Street, Suite 100, Meeker, Colorado, 81641 and the Rio Blanco County Fire Protection District, ("District"), having its principal place of business at 236 7th Street, Meeker, Colorado, 81641.

RECITALS

WHEREAS, Rio Blanco County provides, through the Rio Blanco County Sheriff's Office Communications Center, ("Communications Center") for dispatch services law enforcement and emergency service providers in Rio Blanco County; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1, Title 29, C.R.S., and Section 29-1-201 et seq., C.R.S., encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each

NOW THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **COMMUNICATION SERVICES.**

A. **Communications Center.** Through its Communications Center soon to be located at the Rio Blanco County Justice Center, in Meeker, Colorado, the Rio Blanco County Sheriff, ("Sheriff") shall provide dispatch services as outlined herein to District. The Sheriff retains all authority over the personnel who are assigned and working in the Communications Center and performing services related to this Agreement.

B. **Communications Center Operational Hours.** The Communications Center will answer emergency calls for District 24 hours a day, 7 days per week, answering 9-1-1 calls within 15 seconds of the first ring, 95% of the time, and dispatch the appropriate emergency services beginning within 60 seconds after the first indication of an emergency 95% of the time.

C. **Dispatcher Training.** All dispatchers will be trained in general emergency service operations and shall have access to information regarding the following:

- 1) Names and direction of streets.
- 2) Location of important structures, including schools, hospitals and other buildings.
- 3) Functional knowledge of all communications equipment and systems they are assigned to use.

D. Staffing. The Communications Center will have sufficient staffing to handle the day to day level of emergency calls and will provide additional dispatchers to handle increased activity when required by large or multiple incidents.

E. Emergency Medical Dispatch System. The Communications Center shall maintain a recognized Emergency Medical Dispatch System and said system will have a method of quality assurance and demonstrate compliance with standard industry protocols.

2. CAPITAL EQUIPMENT.

A. Communications Center Capital Equipment. All purchases of capital equipment to maintain the general services of the Communications Center shall be made by, and such equipment shall be solely owned by County. Such purchases shall include equipment necessary or desirable to provide dispatching services to all agencies receiving services from the Communications Center.

B. District Capital Equipment. District shall pay vendors directly for any District specific data line installation costs or related charges, software maintenance, software licenses, or any other ongoing costs which specifically pertain to services provided to District. In the event it is necessary for any network connectivity hardware or radio related equipment to be purchased by District and installed in the Communications Center, all costs of installation or removal, and all costs necessary to ensure non-interruption of Communications Center operations shall be paid by District. District is responsible for providing fleet and/or portable radio system equipment or pager programming or re-programming for either VHF or 700/800 MHz.

3. PAYMENTS.

District agrees to pay County Thirty Six Thousand and no/100 Dollars (\$36,000.00) per year for the dispatch services described in this Agreement, payable in quarterly installments, on or before March 31st, June 30th, September 30th, and December 31st of each year. The payment due December 31st, 2015 shall be prorated based upon the effective date of this Agreement.

4. TERM.

A. Term of the Agreement. The term of this Agreement shall be one year, and shall automatically renew for additional years unless terminated by either party as provided herein.

B. Termination. This Agreement may be terminated by either Party without cause by giving the other Party written notice at least 180 days prior to the date of the effective date of the termination.

5. MULTIPLE FISCAL YEAR.

Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the County or District within the meaning of Colorado Constitution, Article X, Section 20 or any other constitutional or statutory provision, and County and District's obligations hereunder are expressly conditional upon annual appropriation. In the event of non-appropriation by either Party the other Party shall have the right to terminate its participation in this Agreement. Any decision to not appropriate funds shall be without penalty or liability, and shall not affect, impair or invalidate any of the remaining terms or provisions of this Agreement and the non-appropriating Party shall remain responsible for previously incurred liabilities.

6. NO THIRD PARTY BENEFICIARIES.

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to, any person or entity other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions and provisions in this Agreement, shall be for the sole and exclusive benefit of the Parties.

7. CHOICE OF LAW:

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

8. VENUE:

This Agreement is and shall be deemed to be performable in the County of Rio Blanco, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Rio Blanco, Colorado. In the event of dispute concerning performance hereunder, the parties agree the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.

9. GOVERNMENTAL IMMUNITY:

No term or condition of this Agreement shall be construed or interpreted as a waiver by County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of

the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

10. SOFTWARE PIRACY PROHIBITION:

District represents that it will not request County install an software in County's system in violation of federal copyright laws or applicable licensing restrictions. If the County determines that District is in violation of this provision, the County may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

11. EMPLOYEE FINANCIAL INTERESTS:

County and District state that to their knowledge, no employee of the County or District has any personal or beneficial interest whatsoever in the service or property described in this Agreement.

12. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by all parties hereto.

13. REQUIRED SIGNATURES:

Person(s) signing as or on behalf of County represent by their signature the person(s) signing is/are fully authorized to so sign this Agreement and that they have taken all steps necessary so that the signature(s) is/are binding upon Them.

14. SEVERABILITY/SURVIVAL:

The provisions of this Agreement shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Where appropriate and applicable, provisions of this Agreement shall survive expiration or any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this the _____ day of November, 2015.



(Seal)

Attest:

Boots M Campbell

Boots M. Campbell
Clerk to the Board

Contract Form Reviewed by:
Rio Blanco County Attorney

County: Rio Blanco County
Board of County Commissioners

By: _____
Jeffrey D. Eskelson Chairman

By: _____
Shawn J. Bolton, Commissioner

By: *Jon D Hill*
Jon D. Hill, Commissioner

Rio Blanco County Fire Protection District

By: _____
Title: