

INTERGOVERNMENTAL AGREEMENT
CONCERNING DISPATCHING SERVICE AND RELATED MATTERS
BETWEEN THE CITY OF CAÑON CITY, AND THE CAÑON CITY AREA FIRE
PROTECTION DISTRICT

This agreement, is made and entered into on this ___ day of _____ 2010, effective retroactively to January 1, 2010, by and between the Cañon City Area Fire Protection District, a body politic and corporate, hereinafter referred to as "District", and the City of Cañon City, a home rule municipal corporation, hereinafter referred to as the "City", both of which are taxing entities located in the County of Fremont, State of Colorado.

WHEREAS, pursuant to the Charter of Cañon City and Part 2 of Article I of Title 29, C.R.S., the above parties are delegated the power to enter into agreements: (a) for the performance of dispatching services; (b) for the repair and maintenance of facilities and equipment used for dispatching; and (c) to set aside funds for the future replacement of the City's existing facilities and equipment used to perform dispatching services; and

WHEREAS, it would serve the public welfare and be in the best interests of all citizens that reside within the boundaries of the District for the parties hereto to participate in an agreement under which the City, through its Police Department, will perform dispatching services for the Cañon City Area Fire Protection District, as more fully set forth herein below.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

ARTICLE I - INTENT

The intent of the parties pursuant to this agreement is for the City, through the Cañon City Police Department (hereinafter "Police Department"), to provide quality, local dispatching services for the Cañon City Area Fire Protection District on a twenty-four hour basis using City personnel. It is the further intent of the parties that the District pay, as nearly as may be calculated during the term of this agreement, all personnel costs, both direct and indirect, associated with the City's performance for the District of the dispatching services that are contemplated hereunder. It is the further intent of the parties that they share on an equitable basis the cost of maintaining and repairing the equipment that will be used by the City in performing dispatching services and that the District and the City annually set aside funds to cover the future costs of supplementing and replacing existing City-owned equipment and facilities used in performing dispatching for both parties.

ARTICLE II- DISPATCHING SERVICES AND PERSONNEL

1. During the term hereof, the City, through the Police Department, will perform all dispatching services reasonably needed by District in the performance of the fire protection service and other official functions of the District on a twenty-four hour basis. In the performance of such services, the City agrees to make its existing dispatching and supervisory personnel available for the performance of dispatching services under this agreement and to hire, train, supervise and compensate such additional dispatchers as are reasonably needed to accommodate the needs of the District under this agreement, as well as those of the Police Department. The City's staffing needs for dispatching purposes will be periodically monitored and evaluated during the term of this agreement so that adjustments in the numbers of personnel assigned to dispatching duties may be made when and as necessary.

2 The parties understand and agree that those who perform dispatching services pursuant to this agreement shall be employees of the City, and not employees of the District. The City shall be solely responsible for the supervision and control of such employees. Should the District have any complaints or concerns with respect to the quality of dispatching services, or the performance of any dispatcher, such issues shall be brought to the attention of the Chief of Police, or his designee, by the Fire Chief; or his designee. All such matters shall be promptly considered and dealt with by the Police Department.

3. The City shall be solely responsible for the compensation of all personnel performing dispatching services under this agreement, including the payment of salaries and the provision of benefits. Benefits shall be those available to employees of the Police Department under the City's Personnel Rules and other applicable employment policies.

4. The District shall pay to the City pursuant to this agreement an amount reasonably calculated to cover all personnel costs, direct and indirect, incurred by the City to perform and supervise dispatching services pursuant to this agreement. Initially, and until this agreement is modified by a subsequent written instrument signed by authorized representatives of both parties, payment for dispatching services shall be in the form of in-lieu services provided by the District to the City as payment for services rendered. Services rendered by the District to the City shall be in the form of Fire Suppression, EMS, Hazardous Materials, and Technical Rescue, as well as non-emergency type services that the District currently provides the City, including but not necessarily limited to those specific services itemized at paragraph 6(a) of Article III of that certain "Agreement to Terminate Intergovernmental Agreement" between the District and the City, dated on or about March 10, 1992, (hereinafter "Prior Agreement") through which the parties hereto mutually agreed to terminate and dissolve the Cañon City District Fire Authority they had previously established through an intergovernmental agreement. The parties hereto understand and agree that neither the execution of this agreement, nor its later modification or termination shall operate to relieve either party

hereto of its obligations to the other pursuant to said Prior Agreement. The terms of the Prior Agreement which survived the dissolution of the said Cañon City District Fire Authority are by this reference incorporated herein.

ARTICLE III - FACILITIES AND EQUIPMENT

1. The City owns certain communications and dispatching equipment and facilities that are located inside of the Cañon City Police Department, located at 161 Justice Center Road, Cañon City, Colorado. The parties understand and agree that such "on-site" equipment and facilities are adequate to meet the current needs of the Police Department and those resulting from its performance of the dispatching services contemplated hereunder.

2. The parties understand, acknowledge and agree that the City will incur certain ongoing and periodic costs to maintain and repair the on-site facilities and equipment, including but not limited to the cost of maintenance, service contracts and service calls covering labor and parts. The District agrees to share in an equitable fashion the costs of maintaining and repairing such facilities and equipment. Initially, and until a different amount is subsequently agreed to in writing, the District will pay to the City the sum of \$500 annually to cover its share of maintenance and repair costs with respect to City owned dispatching facilities and equipment. Such sum shall be paid on or before January 25th of each calendar year during the term of this agreement, except that the payment for calendar year 2010 shall be made no later than twenty five (25) days following the date of execution hereof.

ARTICLE IV - DEDICATED FUND FOR THE REPLACEMENT OF DISPATCHING FACILITIES AND EQUIPMENT

1. Both parties hereto recognize and acknowledge that the facilities and equipment currently being used by the Police Department for the performance of dispatching services will over time need to be supplemented, upgraded and replaced with equal or better facilities and equipment. In accordance with such understanding, both parties agree to set aside and pay into a dedicated City fund the sum of \$4,500 annually, on or before January 25th of each calendar year during the term hereof, except that the payment for calendar year 2010 shall be made no later than twenty five (25) days following the date of execution hereof. All sums deposited into said dedicated fund shall be and become the sole property of the City, but all proceeds within said fund shall be spent only for purposes of supplementing, upgrading or replacing on-site facilities and equipment used by the City for the performance of dispatching services. All income earned with respect to the deposits made by both parties shall remain in the fund and become a part of the proceeds of such fund. No expenditure from such fund will be made without prior consultation between the parties.

2. The parties agree to formulate a plan for the future supplementation, expansion and replacement of City-owned dispatching facilities and equipment and to meet at least once annually to evaluate and modify, when necessary, such plan.

3 Any and all facilities and equipment purchased in whole or in part using sums drawn from the dedicated fund established pursuant to this article shall be the sole property of the City.

4. Should this agreement terminate prior to the expenditure of all moneys in such fund, the District shall have no claim against the City for refund of any payment made by it pursuant to this article.

ARTICLE V - TERM AND TERMINATION

1. Original Term. The term of this agreement shall be from January 1, 2010, regardless of when this agreement is executed, until December 31, 2019, unless this agreement is sooner terminated pursuant to one of the following paragraphs in this Article V.

2. Mutual Agreement. The parties may terminate this agreement by mutual written agreement. In such event, the agreement to terminate shall specify a termination date and any other details of termination agreed to by the parties.

3. Termination as a Result of Failure to Budget or Appropriate. Should either party hereto fail to adopt during any calendar year during the term hereof a budget sufficiently large to accommodate such party's performance of its obligations hereunder or if the governing body of either party hereto should fail to appropriate at the beginning of each calendar year during the term hereof, sums sufficient to cover such entity's payment obligations hereunder for that calendar year, this agreement shall terminate immediately. In such event, neither party hereunder shall have any obligation to the other than to perform obligations incurred prior to termination pursuant to this paragraph.

4. Termination With Notice. Either party shall have the right to terminate this agreement by sending written notice to the other party electing termination no later than 360 days prior to any anniversary date hereof. If any such notice is timely sent, this agreement will terminate on the anniversary date which next follows the sending and receipt of the notice.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. If either party to this agreement fails to comply with any term of the agreement, that party shall be in default. The party claiming default shall give the other party written notice of the alleged default, and upon receiving written notice the party alleged to be in default shall promptly either cure the default or respond, showing why it is not in default. The defaulting party shall be liable for all damages arising from the default, including reasonable attorney fees and costs.

2. This agreement embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations between the parties other than those contained herein. This agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

3. This agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by all the parties hereto.

4. A determination that any provision of this agreement is prohibited by the Constitution or laws of Colorado or any of its political subdivisions shall not affect any other provisions of this agreement, and all other provisions of this agreement shall remain valid.

IN WITNESS WHEREOF; the parties hereto have caused their representative to affix their respective signatures hereto, as of the day and year hereinabove set forth.

CANON CITY AREA FIRE
PROTECTION DISTRICT

THE CITY OF CANON CITY

By: Robert Semant
Chairman

By: _____
Mayor

ATTEST:

ATTEST:

By: Everett S. Berry
Secretary

By: _____
City Clerk