

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 38
Series of 2012

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE CITY OF LAKEWOOD CONCERNING ACADEMY TRAINING FOR POLICE OFFICER RECRUITS

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

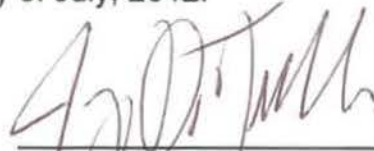
WHEREAS, the Wheat Ridge City Council ("Council") finds that approval of the attached agreement would promote the public health, safety and welfare by providing cost-effective quality training to future Wheat Ridge police officers; and

WHEREAS, 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 Outside Agency 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, 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 9th day of July, 2012.



Jerry DiTullio, Mayor

ATTEST:



Janelle Shaver, City Clerk



OUTSIDE AGENCY

RECRUIT TRAINING USE AGREEMENT

This agreement is made and entered into this ___ day of _____, 2012, by and between the City of Lakewood, a municipal corporation of the State of Colorado, with offices at 445 South Allison Parkway, Lakewood, Colorado 80226, on behalf of the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy hereinafter referred to as "Academy;" and the City of Wheat Ridge, a municipal corporation of the state of Colorado, with offices at 7500 W. 29th Avenue, Wheat Ridge, Colorado 80033 hereinafter referred to as "Wheat Ridge."

WITNESSETH:

WHEREAS, the City of Lakewood and Jefferson County, Colorado conduct a joint training academy for the training of law enforcement officers; and

WHEREAS, Wheat Ridge is desirous of having its law enforcement officer recruits attend the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution provides for agreements of this sort,

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration it is hereby agreed as follows by and between the City of Lakewood and Wheat Ridge:

1. Purpose of Agreement. The purpose of this agreement is to provide Wheat Ridge with training of its recruit officers at the Academy.
2. Term of Agreement. This agreement shall be in effect for six months from the date set forth above. The provisions relating to insurance and indemnification shall survive the termination of this agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Wheat Ridge recruits in the areas required by the State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving, and arrest control. The Wheat Ridge recruits shall be provided an opportunity to take the Colorado Peace Officer Standards and Training certification examination.
4. Payment. Wheat Ridge shall pay the Academy, at the commencement of the recruit academy, \$4,200 per Wheat Ridge recruit enrolled. If the participation of a Wheat Ridge recruit terminates prior to his or her completion of the twelfth (12th) week

of the Academy, Wheat Ridge shall be refunded a portion of its payment for such recruit as mutually agreed upon by the parties.

5. Termination. Either party upon written notice may terminate this agreement.

6. Independent Contractor. The City of Lakewood, Jefferson County, and Wheat Ridge are governmental entities. No officer or employee of one entity shall be considered an officer or employee of the other for any purpose, including worker's compensation and any other benefit. The Wheat Ridge recruits are Wheat Ridge employees and are not eligible for any salary or benefits from the City of Lakewood or Jefferson County.

7. Insurance. Wheat Ridge shall continuously maintain Worker's Compensation coverage in accordance with the Worker's Compensation Act of the State of Colorado and employer's liability coverage of the standard worker's compensation policy. Wheat Ridge is responsible for any deductible losses under the policy or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to the Risk Management Division of the City of Lakewood must be provided at the time the parties execute this agreement hereto unless both parties arrange otherwise.

Each party agrees to maintain general and auto liability, law enforcement liability, and public officials' liability insurance. Wheat Ridge agrees to provide a certificate of insurance to the City of Lakewood, Risk Management Division. Such certificate shall state that 30 days' notice of any cancellation of such insurance will be provided to the City of Lakewood. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Indemnification. To the extent authorized by law, in connection with the training of Wheat Ridge recruits by the Academy as provided in this agreement, Wheat Ridge agrees to indemnify and hold harmless the City of Lakewood and the County of Jefferson, their 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 Wheat Ridge recruit while being trained at the Academy under this Agreement or thereafter, that are in any manner connected with any Wheat Ridge 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 Wheat Ridge recruit or the training of Wheat Ridge recruits by City of Lakewood and Jefferson County. Wheat Ridge agrees to investigate, handle, respond to, and provide defense for any such liability, claims, or demands at the sole expense of Wheat Ridge and agrees to bear all other costs and expenses related thereto, including court costs, investigation costs, attorney fees, whether or not such liability, claims, or demands alleged are groundless, false, or fraudulent. The parties hereto understand and are relying upon and do not waive or intend to waive by any provision of this contract the monetary limitations (presently \$150,000 per person, and \$600,000 per occurrence) or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act,

Section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers or their employees.

9. Integration. This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party that is not contained in this instrument shall be valid or binding. This agreement may not be enlarged, modified, altered or extended except in writing, signed by the parties and endorsed herein.

10. Assignment. This agreement shall inure to the benefit of and be binding upon Lakewood and Wheat Ridge and shall not be assignable by either party.

11. Severance. 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.

12. 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.

13. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of the City of Lakewood and Wheat Ridge .

14. Article X, Section 20/TABOR. The parties understand and acknowledge that Wheat Ridge is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all financial obligations of Wheat Ridge are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Wheat Ridge's current fiscal period ending upon the next succeeding December 31. Financial obligations of Wheat Ridge payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and requirements of Wheat Ridge and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon Wheat Ridge's failure to appropriate such funds, this Agreement shall automatically terminate.

Executed this _____ day of _____, 2012.

CITY OF LAKEWOOD

ATTEST:

Kevin Paletta, Chief of Police

Margy Greer, City Clerk

APPROVED AS TO LEGAL FORM:

Janet Young, Deputy City Attorney

CITY OF WHEAT RIDGE



Jerry DiTullio, Mayor

ATTEST:



Janelle Shaver, City Clerk

