

**AMENDED INTERGOVERNMENTAL AGREEMENT**  
by and between  
**THE CITY of TRINIDAD, COLORADO**  
&  
**LAS ANIMAS COUNTY, COLORADO**  
For  
**PUBLIC SAFETY COMMUNICATIONS**

**WHEREAS:** the City of Trinidad, Colorado ("CITY") and Las Animas County ("COUNTY") entered into an Intergovernmental Agreement for Public Safety Communications on November 7, 2002, for the purpose of jointly operating Public Safety Communications; and

**WHEREAS:** the City and County have had a year of experience in jointly sharing the benefits and responsibilities of the Public Safety Communications; and

**WHEREAS:** the City Police Chief and County Sheriff – elect have recommended the elimination of the position of Communications Center Receptionist as a means of improving the efficiency of operations and reduction of costs to both the CITY and COUNTY; and

**WHEREAS:** the CITY and COUNTY desire to continue this Intergovernmental Agreement to promote coordination of services between the governmental entities to promote the safety of the public and maximum utilization of services.

**1. PARTIES**

This intergovernmental agreement is between the CITY OF TRINIDAD, hereafter referred to as the "City" and LAS ANIMAS COUNTY, hereafter referred to as the "County".

**2. PURPOSE**

The purpose of the agreement is to detail the operation of the Communications Center, the services it will provide to Las Animas County, and compensation for those services.

**3. PUBLIC SAFETY COMMUNICATIONS CENTER ORGANIZATION**

The communications center will be operated by the City. All decisions regarding operations shall be made by the City. The County shall be allowed to provide input as to the operations of the center at any time.

#### 4. ADDING MEMBERS

- A. Any entity eligible may join in this IGA subsequent to its formation by presenting a certified copy of a resolution adopted by its governing body accepting the IGA along with a counterpart copy of this IGA signed by a person authorized by such resolution so to sign. Such an entity does not join this IGA until the City and the County has approved the inclusion as being in their best interests.
- B. Such members become members in good standing upon payment of the contributions determined by the Parties to constitute their share of the adopted budget. Thereafter, such members become members in good standing at the end of the fiscal year in which they join, unless they make a contribution determined by the Parties to constitute an appropriate interim amount.

#### 5. FUNDING FOR COMMUNICATIONS CENTER

The County shall reimburse the City for its share of the costs incurred in the operation of the Communications Center. The County's percentage share of the costs shall be equal to the percentage of the County's population that resides outside the City's corporate limits, based on the most recent official U.S. Census information. According to the official 2000 Census, the percentage of the County's population, which resides outside the City's corporate limits is 40%. Therefore, the County shall be required to reimburse the City at the rate of 40% of the cost of the operations of the Communications Center.

The City shall bill the County for its share of the cost of operations of the Communications Center on a quarterly basis. At the end of each quarterly period, the City shall provide the County with a written statement of its expenses incurred in the operations of the Communications Center. Such expenses shall include the costs of administration, the cost of personnel and benefits, and the costs of maintaining the operations of the system and other expenses to run the Communications Center. Should the City require janitorial services in conjunction with an existing contract for the police department, an accounting for square footage of the communication center as to total square footage of the covered area in the City janitorial contract shall be made. Any telephone expense that is not paid for by the E911 Authority Board and that is specifically needed only for the Communications Center shall follow the reimbursement formula. Telephone expenses for administration of the Police Department and Sheriff's Department are not included in this agreement. The County shall reimburse the City for its share of the costs of operation no later than thirty (30) days following receipt of the City's itemized written statement of expenses.

As expressed in dollar terms for calendar year 2002, the maximum cost of operation of the Communications Center is \$218,714.00. County share at 40% shall be a maximum of \$87,486.00. The budget shall be reviewed annually during the normal budget process to confirm the exact amount of the County's contribution.

## **6. PERSONNEL**

Communications Center Staff will be the employees of the City. All employee benefits, including wages, leave, health insurance, incentives, and training will be provided by the City.

## **7. INDEMNIFICATION**

- A. Release and Indemnity by City: The County shall not be liable to the City, its employees or agents or any other person for injury to person or damage to property if: caused by negligence or misconduct of the City, its employees or agents. City shall indemnify the County and hold it harmless from and against all losses, expenses, or claims arising out of such damage.
- B. Release and Indemnity by County: The City shall not be liable to the County, its employees or agents or any other person for injury to person or damage to property if: caused by negligence or misconduct of the County, its employees or agents. County shall indemnify the City and hold it harmless from and against all losses, expenses, or claims arising out of such damage.

## **8. ADMINISTRATION**

- A. The City will be responsible for the daily administration of emergency Communications within the City of Trinidad and Las Animas County.
- B. The City will maintain CCIC and NCIC certifications of all staff, and assure compliance by staff.

Additionally, each participating entity shall:

- C. The City and County will request policy and regulations concerning emergency response from the agencies within its respective jurisdiction. These documents shall be made available to the operators of the Communications Center;
- D. The City and County will request enforcement of regulations and policy within their respective agencies regarding utilization of radio and telephone systems, pursuant to law and Federal Communications Commission rules;
- E. The City and County will request each agency within their respective jurisdiction to provide a single point of contact for the transmission and relay of emergency information regarding the need for services and requesting their response. This point of contact may be a telephone line, pager or radio frequency link which will be monitored 24 hours per day, seven days per week by the participating response agency.

## **9. PUBLIC RECORDS**

Records of law enforcement dispatching activities of the Communications Center shall be deemed criminal justice investigatory files and shall be deemed the records of the agency or agencies involved and not of the Communications Center. Records of fire dispatching activities of the Communications Center shall be deemed records of the agency or agencies involved and not of the Communications Center. Records of medical dispatching activities of the Communications Center shall be directed to the affected agencies. All other records of the Communications Center shall be deemed public records and their release shall be governed by law.

## **10. LOCATION**

The Communications Center will be contained in the Las Animas County Public Safety Center at 2309 E. Main St., Trinidad, Colorado.

## **11. REDUNDANT POWER AND SUPPLY AND RADIO TOWER**

All electrical outlet-supply receptacles located in the Communications Center, and the radio and telephone service rooms, shall be equipped with redundant generator back-up supplied electricity. The emergency telephone system will be equipped with the same redundant power supply. This redundant electrical supply will become immediately available and transition made to in the event of interruption of electrical service.

Radio Tower: The County and City will authorize that each other have the use of all available Radio Towers for either broadcast, repeating, or re-broadcast of government service and public safety communications. The City and County will allow access to towers to maintenance personnel. The County and City will provide power to their respective primary radio tower sites.

## **12. WITHDRAWAL, TERMINATION OR MODIFICATION BY PARTIES**

Parties may withdraw from this agreement upon written notice given at least nine months before the beginning of the fiscal year in which the party will no longer be a participant. A shorter notice period may be granted if it is agreed upon by both parties and such withdrawal retains all rights and obligations of a participant until the effective date of the withdrawal. This IGA may be reviewed by any party with 30 day written notice to all other parties.

## **13. MASTER STREET ADDRESS GUIDE (MSAG)**

The City and County shall keep a current and accurate mapping database for their respective jurisdictions. Both parties recognize an ongoing duty to maintain accurate address-based databases. The parties recognize that the maintenance of correct

information within this database is critical to the operation of the emergency telephone system and Communications Center in regard to the identification of subscriber information, telephone number, origin, location and delivery of emergency services to our residents. It is understood by the parties that without updated and correct MSAG data information the enhanced features of the emergency telephone system are ineffective.

- A. The County will provide to the Communications Center employees comprehensive training on the County mapping and addressing system, with the intention of developing an understanding of the specific process used to identify and locate any address enumerated in the County mapping system and the Master Street Address Guide.
- B. The City and County will designate an individual agent, one of which will be immediately available 24 (twenty-four) hours a day, 7 (seven) days each week, for the purpose of providing expertise on the identification of and direction on how to locate any address as may be needed.

#### **14. RADIO FREQUENCIES**

Each participant shall maintain for their own use radio frequencies licensed to the participant. Every participant agrees to abide by the decisions of the parties concerning any shared use of such frequencies. Every member agrees to renew such licenses. The parties agree to engage in the use of radio frequencies other than their own only for the purpose of mutual interagency and not for the conduct of routine communication between units of the same division of government. Upon withdrawal of a party or termination of this agreement, parties will retain ownership and control of their respective frequencies.

#### **15. REQUIRED APPROPRIATION**

The parties are obligated to make payments under this Agreement only as may lawfully be made from funds budgeted and appropriated for the purpose during their then current fiscal year. City and County acknowledge that to maintain this agreement in force each party must appropriate and otherwise make provision in their respective budgets or appropriate requests submitted to their respective governing bodies for adoption in accordance with applicable provision of law, an amount equal to the sum of all payments to become due and payable during the next succeeding fiscal year.

#### **16. MISCELLANEOUS PROVISIONS**

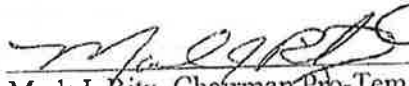
- A. The waiver by any party of any breach of any term, covenant, or condition of this intergovernmental agreement by another party shall not be deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term covenant or condition of this intergovernmental agreement.
- B. Any party shall have the right to enjoin any substantial breach or threatened breach of his agreement by any other party, and shall have the right to specific performance of this agreement.
- C. This agreement is solely for the benefit of the parties hereto, and no third party shall


- be entitled to claim or enforce any rights hereunder except as expressly proved herein.
- D. This agreement contains the entire agreement between the parties and shall not be amended or modified in any manner except by mutual agreement of the parties.
- E. All notices to parties shall be deemed to have been given when mailed to the governing body of a party.
- F. If any provision of this IGA or the application hereof to any party or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the IGA which can be given effect without the invalid provision or application and to this end the provisions of the IGA are declared to be severable.
- G. The County's financial obligation under this contract shall begin in the year 2002.

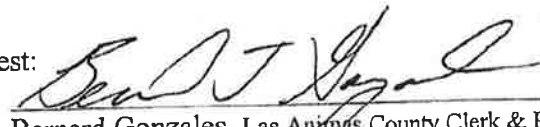
**IN WITNESS WHEREOF**, each party has executed its approval of this Intergovernmental Agreement Public Safety Communications Center and filed said approval with the County of Las Animas and said signatures are listed below or attached hereto:

BOARD OF COUNTY COMMISSIONERS OF LAS ANIMAS COUNTY

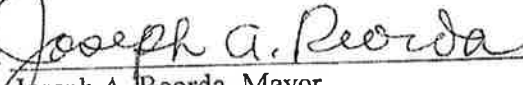
By:  12/26/02  
 Robert L. Valdez, Chairman Date

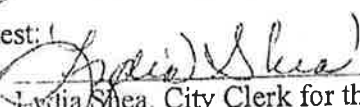
By:  12/26/02  
 Mark J. Ritz, Chairman Pro-Tem Date

By:  12/26/02  
 Kenneth M. Torres, Commissioner Date

Attest:  12/26/02  
 Bernard Gonzales, Las Animas County Clerk & Recorder Date

CITY OF TRINIDAD

By:  12/17/02  
 Joseph A. Reorda, Mayor Date

Attest:  12/17/02  
 Lydia Shea, City Clerk for the City of Trinidad Date