

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 41  
Series of 2017**

**TITLE: A RESOLUTION APPROVING ADDENDUM #1 TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE WEST METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE OF A RADIO COMMUNICATIONS SYSTEM**

**WHEREAS**, pursuant to C.R.S. § 29-1-203, the cities of Wheat Ridge, Lakewood, and the West Metro Fire Protection District (collectively, "the Parties") are each authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility; and

**WHEREAS**, under this authority, the Parties entered into an intergovernmental agreement, dated June 15, 2015, concerning the shared responsibility for and operation of a P25 radio communication system (the "IGA"); and

**WHEREAS**, subsequent to the effectiveness of the IGA, the West Metro Fire Protection District acquired additional radio capabilities and communications equipment through its merger with the Wheat Ridge Fire Protection District; and

**WHEREAS**, the Parties now wish to extend the benefits of the additional equipment and radio capabilities to all Parties, on an equitable basis, as set forth in a proposed Addendum # 1 to the IGA; and

**WHEREAS**, the Wheat Ridge City Council finds and determines that the proposed Addendum # 1 to the IGA would expand the City's radio communication system capabilities and first-responder and public safety services, all in furtherance of the public health, safety and welfare; and

**WHEREAS**, in accordance with Section 14.2 of the City's Home Rule Charter, the City Council wishes to approve the Addendum # 1 by resolution.

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

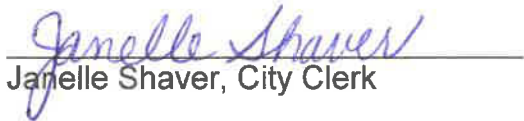
The Addendum #1 to the Intergovernmental Agreement By and Between the City of Lakewood, the City of Wheat Ridge and the West Metro Fire Protection District for the Use and Maintenance of a Radio Communications System, attached to this resolution and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this 27<sup>th</sup> day of November, 2017.



Bud Starker, Mayor

ATTEST:



Janelle Shaver, City Clerk



**ADDENDUM #1 TO THE INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE  
WEST METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE  
OF A RADIO COMMUNICATIONS SYSTEM**

**WHEREAS**, The City of Wheat Ridge, The City of Lakewood and the West Metro Fire Protection District have acquired and implemented an eight channel P25 trunked radio system located at North Table Mountain; and

**WHEREAS**, the Wheat Ridge Fire Protection District (WRFPD) has merged with the West Metro Fire Protection District (WMFPD) augmenting their radio capabilities and communications equipment; and

**WHEREAS**, Wheat Ridge, Lakewood and West Metro Fire will each benefit through utilization of this radio site; and

**NOW, THEREFORE**, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

- 1) Wheat Ridge agrees to permit use of their North Table Mountain radio site by West Metro Fire and Lakewood at no cost to either entity, Lakewood agrees to permit use of their Green Mountain radio site by West Metro Fire and Wheat Ridge at no cost to either entity, and West Metro agrees to permit use of their Mount Morrison radio site by Wheat Ridge and Lakewood at no cost to either entity.
- 2) Wheat Ridge assumes responsibility for all lease and utility payments for the North Table Mountain site, West Metro assumes responsibility for all lease and utility payments for the Mount Morrison site, and Lakewood assumes responsibility for all associated payments for the Green Mountain site.
- 3) The three (3) member agencies of the IGA have a combined total of twenty two (22) 800 MHz frequency pairs with six (6) pairs owned by Wheat Ridge, three (3) pairs owned by West Metro Fire, and thirteen (13) pairs owned by Lakewood.
- 4) Section 1.2 of the current IGA shall be null and void and replaced with the following:  
“Lakewood has a Radio Communications Bureau providing communications services to Lakewood’s Police Department and non-public safety entities. West Metro and Wheat Ridge have a need for communications technical assistance parallel to Lakewood. West Metro and Wheat Ridge agree to pay their fair share of the costs associated with the services to be provided by Lakewood split between West Metro and Wheat Ridge.”
- 5) Section 2.4, of the current IGA shall be null and void and replaced with the following:
  - \$71,038.00 (baseline for year 2017) to Lakewood Radio from West Metro Fire for radio labor, vehicles, fuel, maintenance, specialized equipment repair, tools and test equipment.

- \$35,519.00 (baseline for year 2017) to Lakewood Radio from Wheat Ridge for radio labor, vehicles, fuel, maintenance, specialized equipment repair, tools and test equipment.
- If required in the future, and desired by the Parties, Harris annual FX maintenance shall be divided among the entities according to the following understanding: Lakewood three sixths, West Metro two sixths, and Wheat Ridge one sixth.
- A “not to exceed” 5% annual increase specific to the costs identified above.
- Overtime shall be invoiced separately at one and one-half the hourly rate directly to the effected Party.
- Repair and replacement parts shall be invoiced separately and on an intervallic basis directly to the effected Party.
- Annual billing to the Parties shall be the first month of the year and payment shall be within 60 days of the date of the invoice. Electronic billing is acceptable to all Parties.

## 6.0 ACCEPTANCE AND APPROVAL

- 6.1 Points of Contact (POC). The following individuals will be involved with the administration of this Agreement. In the event any designated POC changes, the changing Party agrees to notify the other Parties.

Lakewood Contact:

Steve Kabelis  
 Radio Division Manager  
 445 S. Allison Parkway  
 Lakewood, Colorado 80226  
 Telephone Number: 303-987-7354  
 Email: [stekab@lakewoodco.org](mailto:stekab@lakewoodco.org)

West Metro Fire Contact:

Bob Olme  
 Division Chief, Communications  
 433 S. Allison Parkway  
 Lakewood, Colorado 80226  
 Telephone Number: 303-989-4307 x514  
 Email: [bolme@westmetrofire.org](mailto:bolme@westmetrofire.org)

Wheat Ridge Contact:

Chris Garramone  
 Interim Communications Manager  
 7500 W. 29<sup>th</sup> Avenue  
 Wheat Ridge, Colorado 80033  
 Telephone Number: 303-235-2977  
 Email: [cgarramone@ci.wheatridge.co.us](mailto:cgarramone@ci.wheatridge.co.us)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this day \_\_\_\_\_ and year \_\_\_\_\_.

**CITY OF LAKEWOOD**

ATTEST:

By: \_\_\_\_\_  
Margy Greer, City Clerk

By: \_\_\_\_\_  
Kathleen E. Hodgson,  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark Pray, Director I.T. Dept.

By: \_\_\_\_\_  
Gregory Graham, Deputy  
City Attorney

Date: \_\_\_\_\_

**WEST METRO FIRE PROTECTION DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Wendy Volmer, Secretary

By: \_\_\_\_\_  
Pam Freely, Board President

Date: \_\_\_\_\_

**CITY OF WHEAT RIDGE**

ATTEST:

By: Janelle Shaver  
Janelle Shaver, City Clerk

By: Bud Starker  
Bud Starker, Mayor

APPROVED AS TO FORM:

By: Gerald Dahl  
Gerald Dahl, City Attorney

Date: Nov 27, 2017



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15-05012

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE AND THE WEST  
METRO FIRE PROTECTION DISTRICT FOR THE USE AND MAINTENANCE  
OF A SHARED RADIO COMMUNICATIONS SYSTEM**

**THIS AGREEMENT** (“Agreement”) is by and between the City of Lakewood, a Colorado municipal corporation, on behalf of the City and the Lakewood Police Department (“Lakewood” or “LPD”); the City of Wheat Ridge, a Colorado municipal corporation, on behalf of the Wheat Ridge Police Department (“Wheat Ridge” or “WRPD”); and the West Metro Fire Protection District (“West Metro”).

**WITNESSETH**

**WHEREAS**, C.R.S. § 29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility; and

**WHEREAS**, each of the Parties is engaged in emergency response and other public safety functions that rely on radio communications systems; and

**WHEREAS**, public safety and first responder radio communications systems consist of electronic network switching equipment, microwave equipment, fixed hardware components, terminal equipment, mobile and portable radios, tower facilities, and computer software, among other things; and

**WHEREAS**, currently, Lakewood shares and has joint and equal ownership with Wheat Ridge and West Metro a P25 radio communication system maintained by Lakewood with facilities located in and around its respective jurisdiction, specifically Mount Morrison and Green Mountain; and

**WHEREAS**, the Parties wish to enter into this Agreement to set forth the rights and responsibilities of each Party concerning the P25 radio system; and

**WHEREAS**, the Parties may, in the future, wish to allow other agencies or entities to join as Partner Agencies to this Agreement, and to allow other agencies or entities to use a Party’s individual radio communications system under the terms and conditions set forth herein; and

**WHEREAS**, the establishment and maintenance of the P25 radio system will promote the public safety and general welfare of the residents of the City of Lakewood, the City of Wheat Ridge and the West Metro Fire Protection District; and

**NOW, THEREFORE**, in consideration of the above and the mutual covenants made herein, the Parties agree as follows:

## 2.2 Core Equipment/Facilities.

- West Metro currently houses the Regional Shared Core at its Administration building and agrees to continue doing so under this Agreement: at no cost to Wheat Ridge and/or Lakewood.
- All Parties acknowledge that the Shared Core and all related communications, network and microwave equipment housed at the West Metro Administration building is equally owned between West Metro and Lakewood.
- West Metro currently provides space, facilities, support, and security for shared infrastructure and microwave equipment at its Administration building and agrees to continue doing so under this Agreement: at no cost to Wheat Ridge and/or Lakewood.
- West Metro currently provides one office for use by Lakewood technical staff and agrees to continue doing so under this Agreement at no cost to Lakewood or Wheat Ridge.
- West Metro agrees to provide 24/7 access to the radio equipment areas for Lakewood radio technicians for system and equipment servicing: emergency and non-emergency.

## 2.3 Technical Service/Operations.

- The employees of the Radio Communications Division shall be Lakewood employees, subject to Lakewood management, personnel rules and policies.
- The Parties agree that radio system technician(s) shall be provided by Lakewood and made available on a 24/7 basis to service West Metro and Wheat Ridge communications and communications emergencies.
  - Response times shall be as follows:
    - Priority 1: within one hour of call out. Examples include two or more repeater channels non-functional at any tower site, two or more dispatch consoles non-functional at a Lakewood or West Metro communications center or, one console at a Wheat Ridge communications center.
    - Priority 2: within one working day. Examples include one dispatch console non-functional, a DAS inoperable. Specific to Wheat Ridge, a marked unit needing serving for a radio specific issue.
    - Priority 3: usually within two working days. Examples include individual equipment repair, special equipment servicing requests.
  - Services to be performed by Lakewood's technicians include system repairs, diagnostics, maintenance, programming, troubleshooting, and related technical work regarding

in writing by the Parties, shall be cost shared equally among the Parties. Further, the Parties agree that in event of any system upgrade or communications equipment purchase benefiting only one Party, said Party shall be solely responsible for all related costs. Such upgrade shall not diminish the communications operations or capability of the non-participating entity, or entities, during or after the upgrade.

- 2.7 Appropriation. The Parties' obligations under this Agreement are expressly subject to annual appropriation being made by each Party in an amount sufficient to allow the Parties to perform their obligations under this Agreement. If adequate funds are not appropriated, this Agreement may be terminated by a Party without penalty. The Parties' obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado. All Parties are prohibited by law from making fiscal commitments beyond the term of their current fiscal period. It is the intent of the Parties that this Agreement shall be for an initial term of twenty years, dependent upon yearly appropriation of the necessary funds. Wheat Ridge and West Metro shall notify Lakewood by November 1<sup>st</sup> of each year if funds have not been appropriated for the purposes of this Agreement. The "services" portion of this Agreement shall terminate on December 31<sup>st</sup> of the same year after which notification of non-appropriation has occurred specific to the Party so notifying. However, the Parties agree that for the 24-month period following notification of non-appropriation, Wheat Ridge frequencies shall remain in use at the Mount Morrison site, and Wheat Ridge shall retain the right to utilize Mount Morrison for radio communications purposes only; otherwise this Agreement shall remain in full force and effect.
- 2.8 Indemnification. No Party shall be responsible for any related conditions, warranties, billings, and representations, expressed or implied, among parties except as herein set forth. Each Party is a public entity and no Party waives the obligations or benefits afforded it by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- 2.9 Termination of Agreement. Notwithstanding the annual appropriations identified in paragraph 2.7, this Intergovernmental Agreement may be terminated upon 24-months' notice, in writing, by one Party to the others. In event of such notice, equipment owned by the individual Parties shall remain the sole responsibility of that Party. Specific to Shared Core Equipment; any Party may offer to purchase the other Party's interest in the Shared Core Equipment. No Party is obligated to purchase said Equipment. The purchase price of the Shared Core Equipment at the time of termination shall be based upon the value of the proportional remaining life of said Equipment. If no Party wishes to continue ownership of the



administration of that Party's individual radio communications system and of this Agreement. Each Party will make its best efforts to communicate to the other the name and contact information of this designated employee.

*Chiefs* means collectively the LPD Chief of Police, the WRPD Chief of Police and the Chief of West Metro.

*Core* means the electronic backbone of the radio communications system consisting of a shared network switching center housed primarily in Denver and Lakewood and is more fully described below.

*Equipment* means those items described in subsection 2.2 of this Agreement and includes any replacement equipment or new equipment or components made necessary due to technological or other advances in radio communications. It also includes Core Software and any upgrades thereto.

*Partner Agency* means Lakewood, Wheat Ridge and West Metro or any agency or entity that in the future becomes a party to this Agreement.

*Partner Agency Equipment* means the components of each Partner Agency's individual radio communications system that are purchased separately by that Partner Agency, maintained at that Partner Agency's expense, and necessary to support that Partner Agency's connection to the system pursuant to this Agreement. This may include, but is not limited to, each Partner Agency's fixed hardware including dispatch consoles, microwave equipment, terminal equipment, mobile and portable radio equipment, towers and related facilities and appurtenances, and software necessary to maintain connectivity to the system or to Users.

*Radio System* means the P25 Harris Radio System currently being shared by the Partner Agencies. This system consists of all the equipment necessary to provide and support the provision of radio communications for the Partner Agencies currently located at the Mount Morrison and Green Mountain sites.

*Software* means computer programs licensed for use by Harris Corporation ("Harris") to the Parties in operating the Radio System and any updates thereto or successor versions or releases thereof. Maintenance and support services for the Software may be referred to as "Software FX."

*Shared Core/Partner Agency Equipment* means an item of Core Equipment that is utilized as an important component piece of one Partner Agency's individual radio communications system and that has been designated by the Agency Radio Communication Systems (RCS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this day 15<sup>th</sup> day of June and year 2015.

APPROVED AS TO FORM:

[Signature]

ATTEST:

Janelle Shaver



**CITY OF WHEAT RIDGE**

Signed: Joyce Jay

Name: Joyce Jay  
Title: Mayor

Date: \_\_\_\_\_

**WEST METRO FIRE PROTECTION DISTRICT**

Signed: Pamela M. Feely

Name: Pamela M. Feely  
Title: Board President

Date: December 9, 2014



ATTEST:

By: Margy Greer  
Margy Greer, City Clerk

**CITY OF LAKEWOOD**

By: Kathleen E. Hodgson  
Kathleen E. Hodgson, City Manager

APPROVED AS TO CONTENT:

By: Kevin Paletta  
Kevin Paletta, Chief of Police

APPROVED AS TO FORM:

By: [Signature]  
City Attorney