

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY AND COUNTY OF DENVER
AND
WEST METRO FIRE PROTECTION DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality ("City") for the benefit of the **DENVER SHERIFF DEPARTMENT, VEHICLE IMPOUND FACILITY** ("DSD"), and the **WEST METRO FIRE PROTECTION DISTRICT** ("WMFPD"). The City, DSD and WMFPD are individually referred to herein as the "Party" and collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, WMFPD and DSD have identified an opportunity to utilize impounded vehicles earmarked as recyclable material to help meet the training needs of WMFPD; and

WHEREAS, DSD has equipment, specifically impounded vehicles that have been designated as recyclable materials, that will aid WMFPD's training efforts; and

WHEREAS, the loaning of impounded vehicles that have been designated as recyclable materials to WMFPD for training will benefit both the City and WMFPD; and

WHEREAS, this Agreement intends to increase the efficient use of City resources, enhance the reputation of the Parties, and improve the training process for WMFPD.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein and for other good and valuable consideration, the Parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the obligations and responsibilities of the City and the WMFPD with respect to the loaning of DSD impounded vehicles designated as recyclable materials to WMFPD for training purposes. This Agreement is not intended to and does not establish a separate governmental entity for the performance of any function. This Agreement is made by and between the Parties in accordance with C.R.S. Section 29-1-203, *et seq.*
2. **TERM:** This Agreement shall commence upon the mutual execution hereof and continue thereafter for a period of five (5) years, unless earlier terminated as provided herein. Any extension of this Agreement must be by written amendment between the Parties.
3. **Subject to Appropriation; No Multiple Fiscal Year Obligation:** It is understood and agreed that any payment obligation of the City or WMFPD hereunder, whether direct or contingent, shall extend only to funds appropriated by their respective governing bodies for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City or the WMFPD general operating

fund, as the case may be. The Parties acknowledges that (i) neither Party by this Agreement, irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City or WMFPD.

4. **DSD Responsibilities:**

- A. DSD will loan WMFPD vehicles that have been designated as recyclable materials for use in WMFPD's training programs.

5. **WMFPD Responsibilities:**

- A. Vehicles loaned to WMFPD are to be used solely for training exercises conducted by WMFPD.
- B. Upon completion of WMFPD's training exercises, WMFPD will transport the loaned vehicles to Iron & Metals, Inc. to be recycled. Any revenue generated from recycling these vehicles will be credited to the City.
- C. Within twenty-four (24) hours of dropping off one or more vehicle(s) at Iron & Metals, Inc., WMFPD shall notify DSD by e-mail, at an address provided by DSD, of the quantity of vehicles dropped off.

6. **Notices:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, shall be made to the following addresses:

If to the City: Denver Sheriff Department
 Vehicle Impound Facility
 5160 York Street
 Denver, Colorado 80216
 Connie.Coyle@denvergov.org

With a Copy to: Denver City Attorney's Office
 201 West Colfax Avenue, Dept. 1207
 Denver, Colorado 80202

And by the City to: West Metro Fire Protection District
 Alim Shariff, Training Center Manager
 West Metro Fire Rescue Training Center
 3535 South Kipling Street
 Lakewood, CO 80235
 720-963-6338-Office
 720-238-7925-Mobile

7. **Miscellaneous Provisions:**

- i. **Assignment:** WMFPD shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without prior written consent of the City.
- ii. **Law:** This Agreement is subject to and shall be interpreted under the laws of the state of Colorado, and the Denver City Charter, City Revised Municipal Code, Ordinances, Rules and Regulations of the City and County of Denver, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for Denver County, Colorado. WMFPD shall ensure that WMFPD and WMFPD employees, agents and officers are familiar with, and comply with, applicable federal, state and local laws and regulations as now written or hereafter amended.
- iii. **Appropriation of Funds:** In accordance with the Colorado Constitution, Article X and the City Charter, performance of the City's obligations under this Agreement are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, the City may terminate this Agreement without compensation WMFPD.
- iv. **Termination:** The City may terminate this Agreement with WMFPD for the City's convenience upon thirty (30) days written notice to WMFPD without compensation to WMFPD. WMFPD may terminate this Agreement with the City for WMFPD's convenience upon thirty (30) days' written notice to the City without compensation to the City.
- v. **Integration:** This Agreement is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Agreement shall be of no effect and shall not be binding on WMFPD or the City. Further, WMFPD and the City acknowledge and agree that this is a negotiated text agreement, that as such no term shall be construed against the City as the author thereof.
- vi. **No Third Party Beneficiary:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity. Any third

party receiving services or benefit under this Agreement shall be deemed to be incidental beneficiaries only.

- vii. **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties.
- viii. **Local Concern**: The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as matters of statewide concern.
- ix. **Liability of the Parties**: The provision of services under this Agreement is for the benefit the Parties hereto. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
- x. **Colorado Governmental Immunity Act**: The Parties hereto understand and agree that the City and WMFPD are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.
- xi. **No Liability For Breach Or Termination**: Neither WMFPD nor the City shall have a claim or action at law against the other Party for breach or termination of this Agreement, and WMFPD and the City expressly waive and release one another from any claim or action at law or equity under, or resulting in any manner from, this Agreement.
- xii. **Electronic Signatures and Electronic Records**: WMFPD and the City consent to the use of electronic signatures by the other Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner each individually deems appropriate. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(Signatures on following pages)

Contract Control Number: SHERF-201311660-00

Contractor Name: West Metro Fire Protection District

By: Pamela Feely

Name: Pamela Feely
(please print)

Title: President
(please print)

ATTEST: [if required]

By: Kim L. Brewer

Name: Kim L. Brewer
(please print)

Title: Executive Assistant
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

