

INTERGOVERNMENTAL AGREEMENT  
DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, made and executed this 24 day of October, 2024, by and between the CITY OF ROCKY FORD, a Colorado municipal corporation, hereinafter referred to as "City", on behalf of the Rocky Ford Emergency Communications Center, hereinafter referred to as "RFECC", and the County of Kiowa, a Colorado political subdivision, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the City is a political subdivision of the State of Colorado incorporated as a statutory city pursuant to Title 31, Colorado Revised Statutes; and its boundaries are located wholly within the County of Otero, State of Colorado; and

WHEREAS, the County is a political subdivision of the State of Colorado incorporated as a County pursuant to Title 30, Colorado Revised Statutes; and

WHEREAS, the Colorado Constitution, Article 14, Section 18, and the Colorado Revised Statutes 29-1-201 (2016), et Seq., authorizes political subdivisions to enter into intergovernmental agreements for the mutual benefit of both parties; and

WHEREAS, the County desires to enter into this agreement with the City requesting and requiring the RFECC, to provide dispatch services to the Kiowa County Sheriff's Department, FIRE DEPARTMENT AND EMS SERVICE, and the City is willing and able to provide said dispatch services to the County upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, and for such other and further considerations, the receipt and sufficiency of which is hereby acknowledged, the City and County mutually covenant and agree as follows:

1. The City, through the RFECC, will provide all necessary dispatch services for Kiowa County according to the terms of the agreement as follows:
  - a. All customary and ordinary dispatch services for Kiowa County, for the following
    - i. Kiowa County Sheriff's Deputies
    - ii. Fire Department responders
    - iii. EMS responders
  - b. The dispatch services shall be available on a 24-hour a day basis, seven days a week.
  - c. The RFECC shall set up EFORCE for Kiowa County Sheriff's Department
  - d. The County shall pay for the EFORCE CAD to RMS integration.

- e. The RFECC shall re-program radio console with radio patching for the Kiowa County radio channels
  - f. The RFECC shall disseminate CCIC/NCIC information to the Kiowa County Road Deputies.
  - g. The RFECC shall provide 911 services.
  - h. The County shall assist RFECC in moving 911 jurisdiction to RFECC and Otero County 911 Authority.
  - i. The County shall assist the RFECC in forwarding admin lines to the communications center as necessary.
2. The City shall, at all times, reasonably cooperate with the County, it's Board of Commissioners, agents and employees so as to facilitate the performance of this agreement.
  3. The County agrees to provide the City with the following services, equipment, and consideration:
    - a. The County will furnish at its own expense all necessary dispatch and/or radio equipment in each County Emergency Response vehicle necessary for the proper installation, operation, and maintenance equipment and/or system.
    - b. All costs and expenses associated with said consultation and/or equipment shall be borne completely by the County.
  4. The County shall pay the City a sum of \$65,000 for each one year of service, to commence each January 1<sup>st</sup> of each year. The one-year service fee can be made in four equal quarterly payments, invoiced on January 1, April 1, July 1, and October 1 of each year. Invoices shall be paid within 30 days to avoid disruption of services.
  5. Dispatch personnel to be furnished under the terms of this agreement shall at all times be considered City employees. The City shall pay all salaries and shall be responsible for all deductions with respect to such salaries. No employee of the City's department shall be entitled to any County employment benefits whatsoever, including Worker's Compensation insurance and the like.
  6. The City and its employees and agents stand as independent contractors with respect to the County under this agreement. No officer, employee, or agent of the County shall be deemed an officer, employee or agent of the City and no officer, employee, or agent of the City shall be deemed and officer, employee, or agent of the County. The City is to have the entire charge, control, and supervision of all services performed under this agreement.
  7. Any grievance on behalf of the County shall be submitted in writing to the Communications Director of the City within five days of the event. Any grievances on behalf of the City will be submitted to the Kiowa County Commissioners in writing within five days of the event.
  8. The County shall not be liable for compensation or indemnity to any City employee for injuries or sickness arising out of the employment of the City for its officers or employees, and the City shall, to the extent it may legally do so, after insurance benefits and coverage have been provided, defend and hold harmless the County against such claims and provide any required Worker's Compensation Insurance and unemployment insurance coverage for City employees.

9. The City, its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of said County, or any officer, agent, or employee thereof.
10. The County shall, to the extent may legally do so, after any insurance benefits and coverage have been provided, defend and hold harmless the City, its elected officials, employees, and agents any claim resulting from the operation of the dispatch activities by the City on behalf of the County.
11. The term of this agreement shall be from January 1, 2025 to December 31, 2030. In the event the County desires to renew this agreement for an additional term or period of time, the County shall notify the City in writing at least thirty days prior to termination.
12. Either party shall be entitled to terminate this agreement upon thirty days written notice, and that all sums to be paid here under shall be pro rata to the date of termination.
13. No change or modification of this agreement shall be valid unless the same is in writing and signed by the parties here to.
14. This agreement shall be construed and enforced in accordance with Colorado Revised Statute 29-1-203.
15. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED AND APPROVED this 24 day of October, 2024.

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Mayor, City of Rocky Ford

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City of Rocky Ford Communications Director

ATTEST:

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City of Rocky Ford Town Clerk

EXECUTED AND APPROVED this 24<sup>th</sup> day of October, 2024.

Donna L. Chaswell 10-24-2024  
Kiowa County Commissioner

Boj Wicks  
Kiowa County Sheriff

ATTEST:

Debra L. Weeks  
Kiowa County Clerk & Recorder