

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB32

ORDINANCE NUMBER: 2019-32

TITLE: AN ORDINANCE APPROVING THE POLICE RECRUIT TRAINING AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF LAKEWOOD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Police Recruit Training Agreement between the City of Black Hawk and the City of Lakewood, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

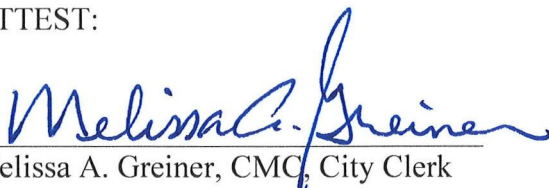
Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

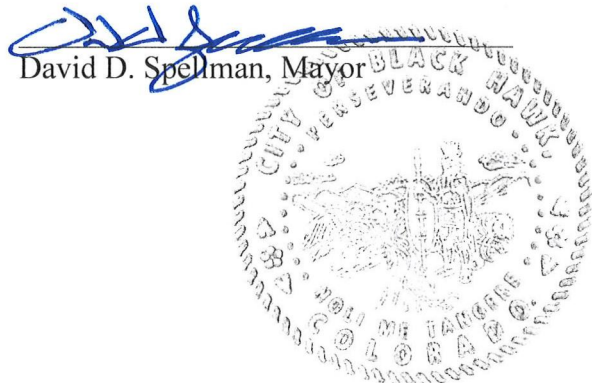
Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 11th day of December, 2019.

ATTEST:


Melissa A. Greiner, CMC, City Clerk



POLICE RECRUIT TRAINING AGREEMENT

This POLICE RECRUIT TRAINING AGREEMENT (the "Agreement") is made and entered into this 31 day of December, 2019 (the "Effective Date"), by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), on behalf of itself and Jefferson County, Colorado (the "County"), and City of Black Hawk, a municipal corporation of the State of Colorado, with offices at 201 Selak Street, P.O. Box 68, Black Hawk, CO 80422 (Black Hawk Police Department).

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (the "Academy"); and

WHEREAS, Agency is desirous of having its police recruits ("Recruits") attend Academy classes during the term of this Agreement, the number of such Recruits attending each Academy, and associated costs, to be agreed by the parties as set forth in Exhibit A attached hereto; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide training of the Recruits at the Academy.
2. Term of Agreement. This Agreement shall have a term of five (5) years from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.
4. Number of Recruits, Payment. Agency and Lakewood will agree on the number of Agency Recruits, if any, who will attend each Academy. Not later than fifteen (15) days prior to the commencement of an Academy, Agency shall pay to Lakewood the amount set forth in Exhibit A for the number of Agency Recruits that will attend.
5. Termination. Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.
6. Independent Contractor Status. Lakewood, the County and Agency are all governmental entities (each, an "Entity"). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker's compensation insurance benefits and any other benefit. The Recruits are and shall

remain employees of Agency and as such are not eligible for any salary or benefits from Lakewood or the County.

7. Insurance.

- a. Agency shall continuously maintain statutory Worker's Compensation employer's liability coverage. Agency is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.
- b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Agency agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Agency, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective 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 Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any 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 Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the parties and their officers or employees.

9. General Provisions.

- a. Integration, Amendment of Exhibit. This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement shall not be enlarged, modified, altered or extended, except in writing, signed by the parties and endorsed herein. For the avoidance of doubt, the parties agree that Exhibit A may be amended from time to time in a writing signed by the Chiefs of Police of Lakewood and Agency. This Agreement shall inure to the benefit of and be binding upon Lakewood and Agency and their successors and assigns.
- b. Assignment. This Agreement shall not be assigned by either party.
- c. Severability. 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.
- d. 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.

- e. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Agency.
- f. Current Expenditures. Financial obligations of the parties after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by each party's City Council. The parties' obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of either party within the meaning of Article X, Section 20 of the Colorado Constitution.
- g. Counterparts; Electronic Disposition. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

[Remainder of page intentionally blank – signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



ATTEST:

Michele Millard

~~Margy Greer~~, City Clerk

Michele Millard

CITY OF LAKEWOOD

Daniel J. McCasky

Daniel J. McCasky, Chief of Police

Approved as to form:

Jennifer S. Roth

Jennifer S. Roth, Deputy City Attorney - Criminal

City of Black Hawk

David D. Spellman

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner

Melissa A. Greiner, CMC, City Clerk

Melissa A. Greiner
Printed Name & Title
City Clerk

APPROVED AS TO LEGAL FORM:

Corey Y. Hoffmann

Corey Y. Hoffmann, City Attorney

Corey Y. Hoffmann, City Attorney
Printed Name & Title

EXHIBIT A
Number of Agency Recruits and Payment Amount
Regional Academy 2020- 1 – January 17, 2020 – June 4, 2020

Academy commencement date: January 17, 2020

Number of Agency Recruits attending: 1

Amount per Agency Recruit payable to Lakewood: \$6,500.

Total amount payable from Agency to Lakewood for Recruit training: \$6500.00

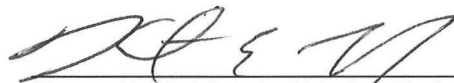
Dated: _____

CITY OF LAKEWOOD



Daniel J. McCasky, Chief of Police

City Of Black Hawk



Kenneth E. Lloyd, Chief of Police



Lakewood
Police Department

Office of the Chief
Daniel J. McCasky

445 South Allison Parkway
Lakewood, Colorado 80226-3133
www.Lakewood.org
303.987.7100 Voice
303.980.7335 TTY

January 7, 2020

Chief Kenneth Lloyd
Black Hawk Police Department
221 Church Street; PO Box 68
Black Hawk, CO 80422

Chief Lloyd:

I have enclosed the originally signed "Police Recruit Training Agreement" agreeing to include one Black Hawk police recruit in the 2020-1 Combined Regional Training Academy. The agreement has been filed with the Lakewood City Clerk and is a binding contract. According to the department legal advisor, the signed agreement will remain in effect until December 2024 and will only require the Exhibit A attachment to include future recruits in the Regional Academy.

This letter also serves as an invoice for payment of \$6,500 for the Black Hawk officer attending the academy. Please make checks payable to the "City of Lakewood" and return them to my attention. I have included a self-addressed envelope for your convenience.

Thank you for your assistance coordinating the signature process. If you have any concerns or questions for me, please email me at lormil@lakewoodco.org, or call at 303-987-7102.

Sincerely,

Lori Miller
Administrative Assistant
Office of the Chief

Enclosures

