

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITY OF COMMERCE CITY FOR PARK RANGER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITY OF COMMERCE CITY FOR PARK RANGER SERVICES ("Agreement") is made and entered into effective this __ day of _____, 2021, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601 ("County"), on behalf of the Adams County Parks, Open Space, and Cultural Arts Department, and the City of Commerce City, a Colorado home rule municipality with a principal place of business at 7887 E 60th Ave, Commerce City, CO 80022 ("City"). The County and the City may be collectively referred to herein as the "Parties."

WHEREAS, Adams County is a county of the State of Colorado that has been duly established and is operating pursuant to Colo. Const. art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended;

WHEREAS, the City of Commerce City is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of Commerce City;

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County and the City are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each;

WHEREAS, the County and the City mutually desire to contract for Park Ranger services; and

WHEREAS, more specifically, the City seeks to have one or more Park Rangers from the Adams County Park Ranger Service conduct park ranger services upon Commerce City's park properties, which services will include education and enforcement of certain City ordinances and other lawfully enacted rules and regulations that pertain to the City's park properties, as described more fully in this Agreement and the Exhibits thereto.

NOW, THEREFORE, the County and the City, for the consideration herein set forth, agree as follows:

SECTION I – PARK RANGER SERVICES

A. Services; Location. As described in this Agreement and in Exhibit A – Scope of Services, attached hereto and incorporated by reference, the County, through its Adams County Park Ranger Service, shall provide non-exclusive park ranger services for the City at its park properties and facilities ("Services"). Park Ranger services provided by the County to the City under this Agreement will be provided within that territory of Commerce City Parks, Trails and Open Spaces that is located in Adams County and within the City of Commerce City ("Parks Properties"), including but not limited to those set forth in the list in Exhibit C, "List of Parks Properties," attached and incorporated by reference. The specific location(s) of Services to be provided throughout the Park Properties and total weekly hours of Services shall be as set forth herein and in the Scope of Services, and as mutually coordinated and agreed upon by the Parties.

B. County Resources. The County's implementation of the Services shall not detrimentally affect the regular Park Ranger services provided by Adams County Park Ranger Service to unincorporated portions of Adams County. The County shall have no obligation to perform the Services pursuant to the Agreement, and may suspend or modify such Services temporarily or otherwise if, in the reasonable determination of the Adams County Parks, Open Space, and Cultural Arts Director, or their designee, it is determined that staffing levels are insufficient to provide adequate levels of service to the County while also providing the Services. In the event of a cessation, modification, or suspension of the Services initiated by the County pursuant to this section I(B), the County shall provide at least 21 days' notice to the City.

C. Changes to Scope of Services. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If the County proceeds without such written authorization, the County shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

D. Controlling Terms. In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Agreement and those contained in the Exhibits, the terms and conditions contained in the body of this Agreement shall prevail and control.

E. Performance Standards. The County's provision of Services for the City shall at all times conform to this Agreement and the Scope of Services. The Services provided for the City will generally be, at a minimum, consistent with the Park Ranger Service's adopted policies and standards. In performing the Services, the County shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same or similar profession in the State of Colorado. Further, the Services provided by the County for the City under this Agreement shall be provided to the City in a professional and workmanlike manner, and in compliance with all state, local, and federal laws. The Adams County Park Ranger Service may modify its own policies and service standards, so long as the modifications do not decrease the level or standards of Services provided to Commerce City without written consent of Commerce City.

F. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the County to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. The County will cooperate with Commerce City relating to such monitoring and evaluation.

SECTION II – CONFERRAL OF ENFORCEMENT AUTHORITY; RESPONSIBILITIES OF COMMERCE CITY AND MUTUAL COLLABORATION

A. Conferral of Enforcement Authority - Park Ordinances, Rules, and Regulations. The City hereby expressly confers to the Adams County Park Ranger Service the non-exclusive authority for its Rangers to enforce the following City ordinances, as may be amended from time to time, applicable to and within the City's Parks Properties:

- Chapter 7 of the Commerce City Revised Municipal Code ("CCRMC") (all-inclusive)
- CCRMC Section 4-2001

- CCRMC Section 4-2005
- CCRMC Section 6-2001
- CCRMC Section 6-2011
- CCRMC Section 12-2002
- CCRMC Section 12-2010
- CCRMC Section 12-2011
- CCRMC Section 12-5000
- CCRMC Section 12-5006
- CCRMC Section 12-6002

Further, the City hereby expressly delegates to the Adams County Park Ranger Service the non-exclusive authority for its Rangers to enforce any and all other lawfully enacted rules and regulations applicable to and within the City's Parks' Properties. These rules and regulations, together with the ordinances listed above, as may be amended from time to time, shall hereinafter be collectively referred to as the "Commerce City Park Properties Ordinances, Rules, and Regulations" (hereinafter "Park Ordinances, Rules, and Regulations").

B. No Limitation of Authority – City Peace Officers. Nothing in this Agreement shall be construed to limit the authority of any person identified as a "peace officer" under the Commerce City Revised Municipal Code from enforcing any Park Ordinances, Rules, and Regulations or other applicable laws, rules, and regulations at City Park properties.

C. City Cooperation. The City shall provide information as reasonably necessary or requested by the County to enable its performance of the Services under this Agreement.

SECTION III – COMPENSATION AND PAYMENT

A. Fee Schedule; Maximum Compensation for Ranger Salary and Benefits. Compensation for the Services will be calculated by the number of hours worked by Park Ranger Service personnel to provide the Services. A more detailed description of how compensation is to be calculated for the County's performance of the Services is set forth in Exhibit B to this Agreement, entitled "Compensation Structure," attached and incorporated by reference. Notwithstanding anything in this Agreement that may be construed to the contrary, under no circumstances shall the total compensation due and owing to the County for the salary and benefits of each Park Ranger exceed \$6,737.00 per month per Ranger during the Base Term.

B. Other Fees; Vehicles; Equipment; Consulting and Training Fees. The City shall compensate the County for vehicles, equipment, and other charges relating to the County's performance of the Services pursuant to the compensation schedule set forth in Exhibit B

C. Invoice and Payment. The County will invoice the City quarterly. The County's invoices will itemize the number of hours worked by each Park Ranger engaged in the performance of the Services, as well as other costs and expenses to fully perform the Services and other obligations of this Agreement, including without limitation vehicle and operational expenses, consistent with the compensation structure set forth in Exhibit B. Overtime charges, if any, will be itemized. The City agrees to make payment in full within 30 days after receipt of each invoice. However, the

City's obligation to make payment is contingent upon the County's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and compliance with the terms and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute. The City's review, approval or acceptance of, or payment for any Services shall not be construed to operate as a waiver of any rights under this Agreement, or a waiver of any cause of action arising out of the performance of this Agreement.

C. No Multiple Fiscal-Year Obligation. Nothing herein shall be construed to constitute an obligation of the City or the County in violation of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, notwithstanding any other provision herein to the contrary, no obligation or debt created hereunder shall be enforceable if the same is in violation of such constitutional provision. Specifically, all obligations of the Parties which extend beyond the current fiscal year are subject to appropriation. The failure to appropriate funds shall be a defense to any claim against any non-appropriating Party.

SECTION IV – TERM AND TERMINATION

A. Term. The term of this Agreement shall begin on September 30, 2021 and continue through December 31, 2022 ("Base Term"), unless previously terminated in accordance with this Agreement. This Agreement may be extended in writing upon the mutual consent of the Parties for up to four subsequent one (1) year terms ("Extension Term") but may not exceed a total of four (4) Extension Terms. For fiscal planning purposes, the City must notify the County of its intent to extend the Agreement for an Extension Term on or before August 31st of each calendar year.

B. Termination – Without Cause. Either party may terminate this Agreement for any reason upon written notice to the other party at least twenty one (21) days prior to the effective date of the termination. In the event of termination pursuant to this section, the City shall be liable for Park Ranger Services actually performed, as well as any overtime requested and worked, up to and including the effective date of termination. Notwithstanding the foregoing, under no circumstances shall the City be liable for the cost of any Services performed that fail to comply with material requirements of this Agreement, or for the cost of any invoiced work after the effective date of termination.

C. Termination – Cause. If, through any cause, the County fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law relating to the performance of this Agreement ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to County.

SECTION V – PERSONNEL; SUPERVISION AND TRAINING; RESOURCES

A. Personnel. For the Base Term, the following personnel from the Adams County Parks, Open Space, and Cultural Arts Department shall bear primary responsibility for performance of the Services, as set forth in further detail in Exhibit A to the Agreement:

- Two full-time Park Rangers;

- Services of the Ranger Supervisor of the Adams County Park Ranger Service (compensation for which is encompassed by the “consulting fee” in Exhibit B).

The County employees who provide Park Ranger Services to the City under this Agreement shall at all times be considered to be and classified as employees of the County, and not of Commerce City. The County shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.

B. Supervision; Resources. Consistent with Exhibit A to this Agreement, the County shall be responsible for ensuring that all personnel rendering Services under this Agreement have satisfactorily completed all training required for the performance of the park ranger duties articulated herein. The County shall ensure that all training is completed in compliance with applicable federal, state, and local laws, as well as the County’s own applicable training policies, procedures, and requirements.

D. Assignment of Qualified Personnel. All County employees engaged in the provision of Park Ranger Services to the City under this Agreement shall be classified as employees of the County at all times. However, the City will participate in the interview and selection process for the first two Rangers hired by the County to perform Services under this Agreement. All County employees performing Services hereunder shall be screened and satisfactorily pass such background checks and any other County required pre-employment qualifications prior to assignment to perform any Services for the City under this Agreement, in a similar manner as other similarly situated employees of the County, including but not limited to employees of its Park Ranger Service, and all in conformity with County policies. Further, all County employees shall comply with any and all requirements and qualifications set forth in the Exhibits to this Agreement, or otherwise required by the County for its Park Ranger Program.

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the County, including all employees of the Adams County Parks, Open Space, and Cultural Arts Department, acts as an independent contractor and not as an employee of the City. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the City because of the performance of any services or work under this Agreement. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from the City. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

SECTION VII - NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VIII – DEFENSE OF CLAIMS; INSURANCE; IMMUNITY

A. Defense of Claims. To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S. (“CGIA”), each Party shall defend, indemnify and save harmless the other Party, its elected and appointed officials, officers, employees and agents from any and all costs, including, but not limited to, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or omissions of the indemnifying Party’s own officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder, regardless of the standard of negligence or conduct alleged to have occurred or the theory of liability asserted and to include without limitation claims under or pursuant to the CGIA, C.R.S. § 13-21-131, 42 U.S.C. § 1983, the Americans with Disabilities Act, or any federal or state law affording protection of civil rights; claims for failure to train, discipline, or supervise or for ratification of the same; claims for improper hiring or retention or otherwise related to employment matters, and any claims for any pay, workers’ compensation benefits, other benefits or indemnification brought by the indemnifying Party’s officers, employees or agents. The acts and omissions of Park Rangers shall be acts or omissions of the County under this Agreement.

Whenever any third party (a) files a written notice of claim against the City or County (as required under § 24-10-109, C.R.S.) for damages related to the Services provided under this Agreement, (b) serves the City or County with a summons and complaint for any federal or state claim related to the Services provided under this Agreement, or (c) otherwise makes any claim for damages against the City or County related to the Services provided under this Agreement (such claim, notice of claim, or service of a complaint herein referred to as a “Claim”), each Party shall promptly forward all such Claims it may receive to the other Party.

B. Insurance. To protect against certain liabilities that may arise while providing the Services, and in part to assure fulfillment of its obligations for defense and indemnification of claims specified herein, the County agrees to procure and maintain, at its own cost, the following policies of insurance. The County shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Such coverages shall be procured and maintained with forms and insurers/excess insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder through the term of this Agreement and for three years following termination. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Services under this Agreement, Employers' Liability insurance with minimum limits of \$500,000 each accident, \$500,000 disease - policy limit, and \$500,000 disease - each employee.
2. Comprehensive General Liability insurance with minimum combined single limits of **One Million Dollars (\$1,000,000.00)** for each claim/occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate. The policy shall be applicable to all premises and operations, including without limitation law enforcement operations. The policy shall include coverage for bodily injury, including death, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), law enforcement liability, wrongful acts, blanket contractual, independent contractors, products, and completed operations. The policy shall further include public officials' liability coverage to cover claims arising out of discharge of public duties. The policy shall contain a severability of interests provision.
3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than **One Million Dollars (\$1,000,000.00)** each claim/occurrence and with respect to each of County's owned, hired and/or non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision.

The Parties agree that the County may satisfy the foregoing requirements through a combination of self-insurance and excess/reinsurance policies, provided that each policy meets the coverage requirements herein, that any applicable excess/reinsurance policies "follow form" with the primary policy, and that the County's self-insured retention does not exceed **One Million Dollars (\$1,000,000.00)** any one claim/occurrence. The policies required above, except for the workers' compensation and employers' liability insurance shall be endorsed to include the City, and its elected and appointed officials, officers and employees, as additional insureds. Every County policy of insurance required above shall be primary insurance (so as to provide primary insurance for the additionally insureds), and any insurance carried by the City, its elected or appointed officials, officers, or its employees, shall be excess and not contributory insurance to that provided by County. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The County shall be solely responsible for any deductible losses under each of the policies required above.

Prior to the commencement of Services, certificates of insurance shall be completed by the County's insurer or agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify by name the Services as indicated in this Agreement, in form

acceptable to the City. Every policy of insurance shall provide that the City will receive notice no less than 30 days prior to any cancellation, termination or material change in such policy. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the insurer or agent completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

C. Immunity. Nothing in this Agreement shall be construed as a waiver by either party of the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S. or otherwise available to the Parties and their elected and appointed officials, officers, employees and agents for federal claims.

SECTION IX - NOTICE

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Park Ranger Service
Attn: Marc Pedrucci, Deputy Director
9755 Henderson Road
Brighton, CO 80601
Phone: (303) 637-8014

With a copy to:

Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B
Brighton, CO 80601

For the City:

City of Commerce City
Attn: Director of Parks, Recreation & Golf / Carolyn Keith
Cc: Parks, Recreation & Golf Strategic Initiatives Supervisor / Lisa Nordholt
13905 E 112th Ave
Commerce City, CO 80022
Phone: (303) 227-7186

The parties may agree to delivery of notices via electronic mail.

SECTION X - MISCELLANEOUS

A. Jurisdiction and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws. During the performance of this Agreement, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements.

C. Assignability. Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

D. Waiver. Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

E. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, riots, fires, floods, earthquakes, or other acts of God.

F. Integration of Understanding. This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

G. Paragraph Headings. Paragraph headings are inserted for the convenience of reference only.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

I. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Agreement by and on behalf of the County and the City shall be for the sole and exclusive benefit of the County and the City.

J. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

K. Authorization. Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

L. Amendment. The Parties may amend or modify this Agreement only by written instrument validly executed by both Parties in a manner consistent with each Party's legal requirements.

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

CITY OF COMMERCE CITY

Roger Tinklenberg, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Brian Swann, Assistant City Attorney

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Eva J. Henry, Chair

Date

ATTEST:
JOSH ZIEGELBAUM
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

EXHIBIT A TO IGA BETWEEN ADAMS COUNTY AND COMMERCE CITY FOR PARK RANGER SERVICES

SCOPE OF SERVICES

1. Overview; Purpose Statement

Overview

Adams County shall provide 2 Park Rangers from its Park Ranger Service program to provide Ranger Services for the City totaling 40 hours per week per ranger, to the extent practicable based on available resources and emergency needs. Park Ranger personnel from the Adams County Park Ranger Service will be allocated throughout City Parks Properties, a list of which is attached to this Agreement as Exhibit C, based on the need to provide for park visitor health and safety, as well as the protection of natural resources. All material operational decisions and components shall be coordinated with the City in good faith; primarily in collaboration with the Commerce City Department of Parks, Recreation and Golf (“PRG”), but also the Commerce City Police Department (“CCPD”) when necessary or requested. Compensation shall be determined as set forth in Exhibit B to this Agreement.

Park Rangers shall have a highly visible presence in City Parks, and address violations of Park Ordinances, Rules, and Regulations through their presence, education, de-escalation, and formal enforcement action (i.e., the issuance of a summons or other charging document) when necessary. When present or patrolling, the intent is for Park Rangers to be the initial contact to address violations of Park Ordinances, Rules, and Regulations.

Program Purposes:

- Improve overall voluntary compliance with Park Ordinances, Rules, and Regulations at Parks Properties.
- Educate Park users of Park Ordinances, Rules, and Regulations.
- Encourage resource protection.
- Promote outreach and volunteerism and stewardship.
- Further an enjoyable and rewarding experience for Park users.
- Take reasonable action to deter vandalism.
- Take reasonable action to deter violence.
- Take reasonable action to prevent and detect theft, loss, fire, and safety hazards.

2. Agreement to Provide Park Ranger Services.

The County agrees to furnish Park Ranger Services to the City throughout the Term of this Agreement, and in conformity with all requirements and obligations of the Agreement and Exhibits attached thereto. County Park Rangers shall perform the following functions and duties to the City (“Services”):

- Perform foot, UTV, and vehicle patrols to enforce Commerce City Park Ordinances, Rules, and Regulations in Parks Properties consistent with the terms and conditions of this Agreement, Adams County Park Ranger Service policies and procedures, and in compliance with applicable federal, state, and local laws.
- Engage in public relations contacts to inform and educate park visitors of Park Ordinances, Rules, and Regulations.
- Enforce Park Ordinances, Rules, and Regulations by means of verbal and written warning, as well as by Municipal Court summons or other appropriate charging document as warranted at the discretion of the issuing Ranger.
- Develop and coordinate strategies for rule compliance and education in areas of responsibility.
- Assist in conducting tours and educational presentations in coordination with PRG staff.
- Respond to reports of wounded or dangerous wildlife.
- Respond to, and provide critical care in the event of a medical emergency within Parks Properties, to the level of care and within the scope of medical training so certified.
- Respond to and assist in search and rescue incidents as directed by on-scene Incident Command; respond to and assist with stopping or containing wildfires within scope of training and as directed by on-scene Incident Command.
- Conduct follow-up investigations of reported violations; provide for the supervision of the assigned personnel.
- Meet with PRG management to ensure assignment of appropriate resources for anticipated events and address any concerns of the Parties.
- Provide information or direction as needed to Parks users.
- Provide security for facilities and parking areas.
- Ensure help is promptly requested upon witnessing medical emergencies within the parks.
- Assist CCPD Officers on an as-needed basis.
- Cooperate with CCPD action, reporting requirements, and City prosecutorial actions, including submitting detailed statements, providing accurate witness testimony associated with initiated police activity, and appearing at City municipal court and administrative hearings and trials when necessary.
- Document and complete required logs and incident report forms as needed.
- Protect City property and equipment.
- Regulate the flow of public movement.
- Perform other related work as requested by the designated City staff.

County Park Rangers may post City notices within City Parks Properties when requested by the City. However, County Park Rangers will not assist or participate in any homeless encampment clean-ups or remediation that occurs within City Parks Properties.

3. Location and Nature of Services.

The Park Rangers shall have discretion to issue the appropriate summons or other charging documents for violations of Park Ordinances, Rules, and Regulations. The Rangers shall have discretion to issue a written summons (or other form of appropriate citation/charging document), or verbal warning. Ordinances and rules for criminal and civil offenses; however, appropriate charging shall remain at the Park Rangers' discretion.

Violations of Law – Non-Parks Rules. When a Park Ranger witnesses criminal activity or a crime in progress that is not a violation of the City's Park Ordinances, Rules, and Regulations, the Park Ranger shall take written record of any information that is available, and observe and report all pertinent information to responding CCPD officers. In the event of life safety concerns, the Park Ranger will call CCPD immediately, and intervene as appropriate if safe for all involved based on scope of ability, training, and equipment available. If the activity is not a crime of violence, and something the Park Ranger is able to resolve without escalation, the Park Ranger may use non-physical force to intervene to deter the behaviors.

Focus shall be on the interiors of the Parks Properties. Park Rangers are not expected to actively patrol the streets surrounding the parks; however, if something is seen, they should call police dispatch.

Park Rangers must keep a copy of the City's most up to date Park Ordinances, Rules, and Regulations on them at all times. Park Rangers must be familiar with the City's Park Ordinances, Rules, and Regulations and any additions and changes made thereto.

Park Ranger schedule will be developed by the Park Ranger Supervisor, with input from PRG staff, taking into consideration events, calls to Adams County Dispatch, concerns from other departments, and park traffic.

4. Personnel and Training

Requirements and Qualifications. All personnel providing Services for the City under this Agreement shall be County employees and be capable of performing all Services as outlined in the Agreement and meeting all qualifications set forth in Exhibit D to this Agreement, "Physical Requirements and Qualifications," attached and incorporated by reference.

Training. The County shall be responsible for ensuring that all personnel who perform Services for the City under this Agreement must have completed appropriate training in the following areas:

- Basic duties of being a Park Ranger.
- Legal authority of a Park Ranger, including familiarity and expertise with the City's Park Ordinances, Rules, and Regulations.
- Procedures relating to notification of police in the event criminal activity.
- Report writing.
- Radio use procedures specific to CCPD and the Adams County Communications Center;
- Basic emergency first aid; and

- Courteous enforcement.

5. Allocation of Resources; Coordination and Collaboration.

The Park Ranger Supervisor will make reasonable determinations in scheduling and designating the patrols of the Park Rangers to this Agreement, based on the needs of the City, as determined by PRG and CCPD. The standards of performance, disciplining of Park Rangers, control of personnel providing such Services, and other matters incident to the performance of the Services to be provided hereunder shall be in accordance with Adams County policies, including the provisions of the Adams County Employee Manual and the internal policies of the Park Ranger Service.

Quarterly meetings shall occur in an effort to maintain communication and enhance partnerships.

Park Ranger services provided to the City under this Agreement will include 40 hours per week per Ranger, which hours shall include patrol duties as well as training, corresponding investigative, supervisory, and prosecutorial support as determined by the Park Ranger Service and the City. Based on the need to provide for park visitor health and safety and the protection of natural resources, as determined by the Adams County Park Ranger Service and City staff, the following personnel will be assigned for the Base Term (2021 through the end of 2022):

- Two full-time Park Rangers;
- Services of the Ranger Supervisor of the Adams County Park Ranger Service.

6. Tracking and Reporting Requirements.

Incidental to and in addition to the Services performed hereunder, the Park Ranger Service shall furnish monthly patrol logs of the activities of the Park Rangers assigned to perform the services of this Agreement. Weekly reports will be supplied containing more urgent communications such as increase in incidences within a park.

Park Rangers will track and report the following:

- Public relations and law enforcement contacts;
- Location of occurrence to include a park, trail, or open space, and in the law enforcement contacts, if they results in a verbal or written warning, or the issuance of a citation;
- Incidents and specific occurrences to include encampments, medicals, drug/alcohol contacts, vehicle/parking, fishing, restricted area violations, dog/animal contacts (off leash, etc), assistance to outside agencies (Fire/PD/EMS/Animal Control) and Search/Rescue incidents; and
- Hours spent on each task category (e.g., patrolling, training, administrative work, etc.).

EXHIBIT B TO IGA BETWEEN ADAMS COUNTY AND COMMERCE CITY FOR PARK RANGER SERVICES

COMPENSATION STRUCTURE

Charges

The County's compensation for its provision of Park Ranger Services to the City shall be proportionate with the time spent providing such services by each of the allocated personnel.

For the Base Term (2021 through the end of 2022), the fees will be: two Park Ranger salaries (100% of total compensation), plus the initial purchase and replacement value of identified equipment and average usage of communication services. The total base sum of these Services for the Base Term of this Agreement which the City agrees to pay to the County is as follows:

Full Time Salary and Benefits: The City will be billed for each ranger's salary and benefits at a fixed hourly rate, which rate shall be negotiated and finalized following the hiring of each ranger; provided however that each ranger's compensation shall not exceed \$6,737.00/month per ranger, with a maximum of \$80,844/fiscal year per ranger.

Consulting and Training Fee: \$16,000 for Base Term.

Equipment:

Operation Supplies Up to \$9,200/fiscal year/per ranger

Vehicle Contribution Up to \$10,000/year

Equipment ownership

All equipment used in the performance of this Agreement, including vehicles, duty equipment, communication equipment, and supplies, shall remain the property of the County, unless otherwise specified herein or agreed to by the Parties in writing. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of Commerce City, the same is to be supplied by the City at its own expense. Commerce City to receive the following if Park Rangers are transferred to the City of Commerce City: Ballistic vest, duty gear, and radios. Uniforms (ballistic vest excluded), patrol equipment, and vehicle stay with Adams County.

Additional Billed Services (Overtime)

Overtime hours shall be kept at a minimum and used only when deemed necessary due to public safety. The City will notify the Park Ranger Supervisor when the budgeted funds for overtime have been expended. All overtime hours for services provided pursuant to this Agreement will be billed quarterly by the Adams County Park Ranger Service to the City.

Hourly Overtime Rate: Park Ranger hourly rate times 1.5, in compliance with Fair Labor Standards Act

EXHIBIT C TO IGA BETWEEN ADAMS COUNTY AND COMMERCE CITY				
FOR PARK RANGER SERVICES-LIST OF PARKS PROPERTIES				
Name	Subdivision	City Address	Acreage	Type
Northern Range				
Recreation Center				
Bison Ridge Recreation Center		13905 E 112th Ave		Recreation Center
Dedicated Open Space				
First Creek Flood Plain	Belle Creek Filing 1	Hwy 85 & 106th	11.20	Open Space
First Creek Flood Plain	Belle Creek Filing 2	Hwy 85 & 106th	3.22	Open Space
Rag Weed Draw OS	River Run Filing 1	11393 River Run Pkwy	45.24	Open Space
Shell Property		96th & Peoria - west	48.00	Open Space
Shell Property		96th & Peoria - east	53.50	Open Space
Second Creek Flood Plain	Second Creek Village	105th & Chambers - east	30.18	Open Space
Second Creek Flood Plain	Buffalo Run Mesa	104th & Kittredge - north	35.54	Open Space
Second Creek Flood Plain	Buckley Ranch	104th & Kittredge - south	1.80	Open Space
Second Creek Flood Plain	Buckley Ranch	102nd & Lewiston	39.35	Open Space
Buckley Ranch	Buckley Ranch	100th Ave & Buckley	7.78	Open Space
Second Creek Flood Plain	Fronterra Flg 3	100th & Landmark	16.85	Open Space
Second Creek Flood Plain	Fronterra Flg 3	96th & Buckley - north	39.34	Open Space
Second Creek Flood Plain	Buffalo Highlands Flg 1	96th & Buckley- south	32.88	Open Space
Parcel K		17010 E 88th Ave	58.59	Open Space
Second Creek Flood Plain	Second Creek Farm Flg 1	84th & Tower - north of creek	15.03	Open Space
Second Creek Flood Plain	DIA Tech Center Flg 1	84th & Tower - south of creek	20.23	Open Space
DIA Noise Mitigation Acquisition	Second Creek Farm Flg 1	SEC of 88th and Telluride	48.40	Open Space
			507.13	
Drainage Only				
River Run Filing 4	River Run Filing 4	112th & Havana	1.37	Open Space
River Run Filing 4	River Run Filing 4	112th & Havana up to 116th	12.68	Open Space
River Run Filing 4	River Run Filing 4	114th Ave & Lima St.	0.72	Open Space
Rag Weed Draw OS	River Oaks		2.24	Open Space
Gamma Gulch Flood Plain	Second Creek Farm Flg 1	88th Ave & Telluride	8.33	Open Space
Gamma Gulch Flood Plain	Buffalo Highlands Flg 1	90th Ave & Telluride	4.11	Open Space
			29.45	
Total			536.58	

Future Park and/or School Sites/Current Open Space				
Buckley	Reunion Village 10	96th & Buckley	25.00	Future Community Park
First Creek	104th and Havana	104th & Havana	69.51	Future Community Park
Foxton Village		100th & Sable	2.24	Future Neighborhood Park/School
Reunion	Southlawn Flg 17	100th Ave & Tower	10.62	Future School Site
Reunion	Reunion Flg 2	105th Ave & Olathe St	5.34	Future School Site
Second Creek Community Park		120th Ave & Hwy 2	34.09	Future Community Park
Second Creek Community Park		112th & Chambers	107.97	Future Community Park
Second Creek Farms	Second Creek Farms Flg 1		20.34	Neighborhood Park/School
Bison Ridge		112th & Potomac	13.00	
Villages East		116th & Jasper	6.80	
Total			294.91	
Developed Parks				
Neighborhood Parks				
River Run		11515 Oswego St.	14.86	NP w/School
Fronterra		10020 Joplin St.	19.76	NP w/School
Stampede Park		11755 Fairplay Street	9.44	NP
Villages East		11698 Chambers Rd.	9.24	NP
Turnberry		10725 Wheeling St.	9.63	NP w/School
Total			62.93	

Developed Parks				
Community Parks				
Veterans Memorial Park		6015 Forest Drive	8.50	Community Park
Fairfax Park		6850 Fairfax Drive	22.30	Community Park
Monaco Park		5700 Monaco Street	9.30	Community Park
Pioneer Park		5950 Holly Street	36.92	Community
Total			77.02	
Neighborhood Parks				
Freedom Park		6330 Oneida Street	2.30	Neighborhood Park
Los Valientes		7300 Magnolia St.	2.41	Neighborhood
Total			4.71	
Pocket Parks				
Adams Heights Park		6625 Brighton Blvd	1.00	Pocket Park
Derby Park		7305 Monaco St.	0.50	Pocket Park
Gifford Park		6120 Monaco St.	0.30	Pocket Park
Leyden Park		5430 Leyden St	0.14	Pocket Park
Joe Reilly Park		6401 E 72nd Place	0.50	Pocket Park
Monaco Vista		6250 Monaco Street	1.50	Pocket Park
Olive Park		6275 Olive Street	1.20	Pocket Park
Rose Hill Grange Park		4051 East 68th Ave	0.70	Pocket Park
Urquidez-Centennial		7701 Monaco St.	1.20	Pocket Park
Total			7.04	

Dedicated Open Space				
Sand Creek Wetland Park		52nd & Ivy	19.13	Open Space
Prairie Gateway Open Space		64th and Quebec	190.00	Open Space
Multi-Contractors Sand Creek		3270 and 3200 E. 64th	12.00	Open Space
WE Holdings Sand Creek		3272 E. 64th	20.00	Open Space
Total			241.13	
Trail Corridor/ Open Space				
Fernald Trailhead		70th & Colorado		
Fernald Trailhead		70th & Colorado		
Sand Creek Greenway			6.00	Open Space
Sand Creek Greenway		56th & Sand Creek Dr	2.50	Open Space
Sand Creek Greenway		56th & Dahlia to Holly	9.71	Open Space
Sand Creek Greenway		Sand Creek Dr & Holly	5.42	Open Space
Sand Creek Greenway		49th & Sand Creek Dr	0.83	Open Space
Sand Creek Greenway		50th & Sand Creek Dr	0.44	Open Space
Sand Creek Greenway			5.56	Open Space
Sand Creek Greenway-Dahlia Trailhead		56th & Sand Creek Dr	0.44	Open Space
Sand Creek Greenway-Dahlia Trailhead		5544 Dahlia St	0.72	Open Space
Sand Creek Greenway-Dahlia Trailhead		56th & Sand Creek Dr	0.27	Open Space
Sand Creek Greenway-Blanding Property			4.37	Open Space
Total			36.25	
Athletic Fields				
MSC	8602 Rosemary		2.50	
Trail Mileage				
Fernald Trail	0.6			
Sand Creek Trail	3.75			
RMANWR Perimeter Trail	10.75			
Prairie Gateway OS Trail	2.75			
Ragweed Draw Trail	0.85			
Dunes Trail	0.75			
Second Creek Trail	4.5			
	23.95			

EXHIBIT D TO IGA BETWEEN ADAMS COUNTY AND COMMERCE CITY FOR PARK RANGER SERVICES

RANGER PERSONNEL QUALIFICATIONS AND REQUIREMENTS

MINIMUM QUALIFICATIONS:

- Experience: A minimum of two (2) years of parks law enforcement experience is required. A combination of experience in parks maintenance, natural resource management, code enforcement, or traditional law enforcement may also be considered.
- Education and Training: Bachelor's Degree, or a minimum of four (4) years of experience , in Outdoor Recreation, Natural Resources Management, Wildlife Management/Biology, Environmental Education, Park Management or related field.

PREFERRED QUALIFICATIONS:

- Bilingual in Spanish/English.
- Experience in hiking and mountain biking.
- Awareness of current events and management issues in Adams County and municipal jurisdictions' parks, trails, and open space properties.
- Experience with vulnerable populations (homeless and at-risk individuals), emergency medical care, and de-escalation training/experience.
- Experience in environmental education and youth programming.
- Certified in Peace Officer Standards and Training (POST).
- Emergency Medical Responder (EMR/EMT) certification.

LICENSES AND CERTIFICATES:

- By position, requires a valid Driver's License at the time of application.
- Possession of CPR and first aid certification by the completion of probation and must maintain throughout employment.
- Impact weapons/expandable baton certification within 6 months of employment.
- Hand-held aerosol chemical agent (O.C.) certification within 6 months of employment.
- Licenses and certifications must be kept current as a condition of employment.

QUALIFICATIONS FOR SUCCESS:

- Knowledge of safety hazards and necessary safety precautions enough to be able to establish a safe environment for self and others.
- Skill in applying existing guidelines or recommending new approaches to the development and modification of work plans, methods, and procedures for the work unit or function.

- Ability to learn how to and make appropriate use of pepper spray, baton, and other defensive equipment.
- Ability to learn and maintain CPR and first aid techniques sufficient to be able to perform lifesaving measures and render first aid when needed.
- Computer skills: Learn the operation of computer and County-supported software, to include MS Office Suite, JD Edwards, E-Docs and other software.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work. This may include working with vulnerable populations (homeless and at-risk individuals).
- Ability to remain motivated, dynamic, and engage in problem-solving throughout the day.
- Learn, interpret, and apply State and local policies, procedures, laws, and regulations.
- Learn court procedure, including, but not limited to, citation issuance and court documents.
- Enforce necessary regulations with firmness and tact, always maintaining excellent customer service.
- Take proper safety precautions, anticipate unsafe circumstances and act accordingly to prevent accidents. Use all required safety equipment.

BACKGROUND CHECK: Must pass a criminal background check.

PHYSICAL REQUIREMENTS:

(Physical Demands are a general guide and specific positions will vary based on working conditions, locations, and agency/department needs.):

- Walking and standing for extended periods of time.
- Running.
- Balancing: maintaining body equilibrium to prevent falling over. Bicycling: Moving about on a mountain bike.
- Carrying: transporting an object, usually by hand, arm, or shoulder. Climbing: Ascending or descending objects.
- Crouching: bending body downward and forward by bending legs. Eye/hand/foot coordination: performing work through the use of two or more. Feeling: perceiving attributes of objects by means of skin receptors.
- Field of Vision: ability to adjust vision to bring objects into focus. Field of Vision: ability to see peripherally.
- Handling: picking, pinching, or otherwise working with fingers; and seizing, holding, grasping, or otherwise working with hand(s).

- Hearing: perceiving the nature of sounds by the ear.
- Kneeling: bending legs to come to rest on one or both knees.
- Lifting: raising or lowering objects weighing no more than 50 pounds, from one level to another. Reaching: extending the hands(s) and arm(s) in any direction.
- Repetitive motions: making frequent movements with a part of the body.
- Sitting: In sitting position to write a report and vehicle patrol. Standing: remaining on one's feet in an upright position.
- Stooping: bending the body by bending spine at the waist.
- Talking: expressing or exchanging ideas by means of spoken words. Vision Far acuity: ability to see clearly at 20 feet or more.
- Vision Near acuity: ability to see clearly at 20 inches or less. Walking: moving about on foot.

WORKING ENVIRONMENT:

- Atmospheric Conditions: conditions that affect the skin, eyes or respiratory system. Potential exposure to cold temperatures, cold enough to cause bodily discomfort. Potential exposure to heat temperatures, hot enough to cause bodily discomfort.
- Potential exposure to humid conditions with high moisture content to cause bodily reactions. Potential exposure to temperature changes: variations in temperature from hot to cold.
- Handles emergency or crisis situations.
- Personal Safety: aware of surroundings, people, and events. Subject to long, irregular hours.
- Subject to varying and unpredictable situations. Wet: frequent contact with water or other liquid.