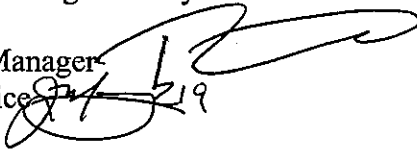


**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM
#13-04**

TO: Honorable Mayor Joyce Downing and City Council members

FROM: David Willet, Acting City Manager
James S. May, Chief of Police 

DATE: May 20th, 2013

SUBJECT: CR 13-27, Memorandum of Understanding with North Metro Fire Rescue District for Blood Specimen Collection Service.

RECOMMENDATION:

Staff recommends the approval of the attached Memorandum of Understanding (MOU). If approved, this Resolution would authorize the Mayor to sign an MOU between the City of Northglenn and North Metro Fire Rescue District. This service agreement provides for blood specimen collections.

BACKGROUND:

In 2011, Northglenn Ambulance Company Inc. discontinued public emergency care and transportation for the City of Northglenn. North Metro Fire Rescue District took over this service from Northglenn Ambulance Inc. for the City of Northglenn. This previous service provided by Northglenn Ambulance Inc. included the collecting blood specimens for evidentiary purposes related to the successful prosecutions of driving under the influence arrests (and the like) performed by the Northglenn Police Department. This action would replace the service previously provided by Northglenn Ambulance Inc. with service to be completed by North Metro Fire Rescue District.

BUDGET/TIME IMPLICATIONS:

In 2012, the Northglenn Police Department spent \$3,535.00 for blood draws. Total annual costs are not expected to be more than \$4,000.00 for 2013. Funding for this service is already available in the 2013 Annual Police Budget in Administration-Professional Services (10-60-010-61100-0000-000).

STAFF REFERENCE:

If Council members have any comments or questions they may contact Chief Jim May, 303/450-8967, jmay@northglenn.org or Commander Jeremy Sloan 303/450-8854, jsloan@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-27
Series of 2013

Series of 2013

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTHGLENN POLICE DEPARTMENT AND THE NORTH METRO FIRE RESCUE DISTRICT REGARDING BLOOD SPECIMEN COLLECTION SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Memorandum of Understanding between the Northglenn Police Department and the North Metro Fire Rescue District, attached hereto as **Exhibit 1**, regarding blood specimen collection services is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

MEMORANDUM OF UNDERSTANDING
FOR BLOOD SPECIMEN COLLECTION SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of May _____, 2013, by and between the Northglenn Police Department ("Northglenn Police") and the North Metro Fire Rescue District ("North Metro"). Northglenn Police and North Metro may be referred to jointly as "Parties" or separately as a "Party."

1. Recitals:

a. North Metro, a quasi-municipal corporation and political subdivision of the State of Colorado, organized as a Special District subject to C.R.S. § 32-1-101, *et seq.* (the Special District Act), provides services, including, but not limited to, emergency medical services within the City of Northglenn. Northglenn Police, a department of the City of Northglenn, a Colorado municipal corporation, provides, among other things, police and investigative services within the City of Northglenn.

b. This MOU is entered into by Northglenn Police and North Metro, as authorized by Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-201, *et seq.*, which allow governmental entities to cooperate with and enter into agreements to provide to each other any function, service, or facility lawfully authorized to each of the Parties.

c. Northglenn Police desires to have the ability to call upon Paramedics and Emergency Medical Technicians of North Metro to perform evidentiary blood specimen collection ("Blood Draws").

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

2. Purpose. The purpose of this MOU is to set forth the terms and conditions pursuant to which North Metro will perform Blood Draws at the request of Northglenn Police within the City of Northglenn.

3. Payment. Northglenn Police agrees to pay North Metro \$35 for each Blood Draw performed under this MOU.

4. Requests for Blood Draws, Response and Equipment.

a. Northglenn Police may request that North Metro provide a qualified EMT or Paramedic to perform Blood Draws on an as needed basis. All such Blood Draws will be performed at 11701 Community Center Drive, Northglenn, CO. North Metro will promptly direct one or more qualified Emergency Medical Technicians ("EMT") or

Paramedics to respond and perform each Blood Draw upon request by Northglenn Police to the extent such EMTs or Paramedics are available, in the sole discretion of North Metro. Northglenn Police shall be responsible to make other arrangements to obtain Blood Draws, in the event North Metro determines that no EMTs or Paramedics are available, at Northglenn Police's sole cost.

b. Northglenn Police shall supply North Metro EMTs and Paramedics performing Blood Draws under this MOU with the equipment and supplies necessary to perform each Blood Draw.

c. North Metro shall perform Blood Draws in accordance with the provisions of Part 7.1 of 5 Colo. Code Regs. § 1005-2 (Rules Pertaining to Testing for Alcohol and Other Drugs), as may be amended from time to time, the relevant portion of which is attached as Exhibit A, and the Denver Metropolitan Prehospital Protocols, St. Anthony's Prehospital Services Authorized Version, as may be amended from time to time, the relevant portion of which is attached as Exhibit B.

d. In no event shall North Metro be required to perform Blood Draws under this MOU if doing so, under the circumstances, would violate North Metro Rules, Regulations or Standard Operating Procedures. Furthermore, a North Metro EMT or Paramedic responding to a request for a Blood Draw, may decline to perform a Blood Draw, if it appears, in the discretion of such EMT or Paramedic, that under the circumstances performing a Blood Draw may compromise or endanger patient care, and such EMT or Paramedic may confer with hospital medical staff and/or North Metro's Medical Director, if necessary, in exercising such discretion.

5. No Waiver of Governmental Immunity. The Parties agree that nothing herein is intended to, nor shall it be construed as constituting a waiver by either Party of the monetary limits of, or any rights, immunities, and/or protections provided by, the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as amended, or any other federal or state law.

6. Waiver of Claims – No employment relationship. Northglenn Police and North Metro agree to waive any and all claims against each other for compensation for any performance, loss, damage, personal injury or death as a consequence of this MOU. Nothing in this MOU shall be construed to place the members, employees and contractors of Northglenn Police or North Metro respectively under the employment of the other Party.

7. Compensation and Benefits of Members, Employees and Contractors. Each Party remains responsible for all pay, benefits, entitlements, employment decisions, liabilities, legal defense, and worker's compensation liabilities, for its own members, employees and contractors.

8. Termination. Subject to the Parties' respective revenue, spending, budget and appropriations requirements and limitations, this MOU shall remain in full force and effect until

terminated by either Party by written notice given thirty (30) days in advance of the effective date of termination.

9. Applicable Law. This MOU is subject to and shall be interpreted under the law of the state of Colorado. Court jurisdiction and venue shall be exclusively in the District Court in and for the County of Adams, Colorado.

10. Budget Appropriations, Revenue and Spending. All payment obligations under this MOU are subject to the laws applicable to budgeting and the appropriation of funds and resources by the governing bodies of the Parties.

11. Assignment. Neither Party shall assign or otherwise transfer this MOU or any right or obligation hereunder without the prior written consent of the other, except that this MOU shall automatically be binding upon the governmental successors of the Parties, including any successor of North Metro that may be formed as a result of any consolidation(s) or merger(s) of North Metro or the formation of a Fire Authority.

12. No Third Party Beneficiary. Enforcement of the terms and conditions of this MOU, and all rights of action relating to this MOU, shall be strictly reserved to the Parties and nothing contained in this MOU shall give or allow any such claim or right of action to any third person or entity, or any of their successors or assigns. It is the express intention of the Parties that any person or entity, other than the Parties to this MOU, receiving services or benefits hereunder shall be deemed to be incidental beneficiaries only.

13. Notices. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally delivered or mailed, postage pre-paid and return receipt requested, addressed as follows:

To North Metro:

North Metro Fire Rescue District
Attn: Fire Chief Joseph A. Bruce
101 Lamar Street
Northglenn, CO 80020

With a copy to:

Richard L. Shearer, Esq.
Shearer & Call, P.C.
1625 Broadway, Suite 1450
Denver, CO 80202

To Northglenn Police:

Northglenn Police Department
Attn: Police Chief Jim May
11701 Community Center Drive
Northglenn, CO 80233

Notice shall be deemed effective on the date personally delivered, or if mailed, three (3) days after deposit in the mail.

14. Waiver. A Party's waiver of any breach of this MOU by the other Party shall not constitute a waiver of any subsequent breach or breach of any other provision of this MOU.

15. Entire Agreement. This MOU contains the entire and only agreement between the Parties regarding its subject matter, and all prior agreements and understandings regarding the same are superseded by the terms of this MOU.

16. Modification of MOU. This MOU shall not be amended or modified in any way except by a writing executed by both Parties. Any amendment or modification shall be made in the same manner as each Party's approval of this MOU.

17. Severability. If any portion of this MOU is held to be unconstitutional, unenforceable or invalid for any reason, such decision shall not affect the constitutionality, enforceability or validity of the remaining portions of this MOU.

STIPULATED AND APPROVED:

NORTH METRO FIRE RESCUE DISTRICT

Joseph A. Bruce
By: Joseph A. Bruce
Title: Fire Chief

3-7-13
Date

APPROVED AS TO FORM:

SHEARER & CALL, P.C.

J. Alan Call
By: Richard L. Shearer
J. Alan Call
General Counsel for
North Metro Fire Rescue District

CITY OF NORTHGLENN

By: Joyce Downing
Title: Mayor

Date

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Title: _____