

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF RADIO EQUIPMENT MAINTENANCE  
AND REPAIR SERVICES**

This Intergovernmental Agreement for the Provision of Radio Equipment Maintenance and Repair Services (the "Agreement") dated as of January 1, 2023, is between the North Routt Fire ("Subscriber") and Routt County, Colorado ("County") by and through its Board of County Commissioners.

**Recitals**

- A. County provides emergency communications and dispatch services for law enforcement agencies and public emergency responder agencies, including Subscriber.
- B. Most of the emergency communications equipment used by County and Subscriber is manufactured by Motorola. The local authorized Motorola repair firm has given County notice that, as of December 31, 2012, it will cease operations.
- C. Because County has been unable to make satisfactory arrangements with any other authorized Motorola repair firm to provide maintenance and repair support for County's equipment, County has decided to hire, as a County employee, a qualified radio technician able to maintain and repair County's emergency communications equipment.
- D. Subscriber has requested that County provide maintenance and repair service for the emergency communications equipment owned by Subscriber and County is willing to do so subject to the terms and conditions of this Agreement.
- E. Subscriber and County intend to set forth in this Agreement the terms and conditions under which County will provide radio technician services for the maintenance and repair of Subscriber's emergency communication equipment.

**Terms and Conditions**

- 1. County shall attempt to hire and retain, as a County employee, radio repair technician qualified to maintain and repair the emergency communications equipment owned by County and Subscriber. This Agreement is based on the assumption that County will be able to do so. In the event that County is unable to do so, then this Agreement shall terminate and any Subscriber Fee shall be returned to Subscriber. In the event that County has provide services hereunder but is unable to retain a qualified radio technician, the Subscriber Fee shall be prorated based upon the time period during which County was able to retain a qualified radio technician.

2. Subject to the provision of Paragraph 1, County shall provide maintenance and repair services for Subscriber's emergency communication equipment listed on Exhibit A. Subscriber is responsible for replacement of equipment that is unrepairable. Subscriber shall be required to pay for any parts and batteries needed for repair. The services proved under this Agreement do not include work that must be done at a manufacturer's factory. The services provided under this Agreement shall be done on a "first come first serve" basis during the radio technician's regular work hours at the repair workshop to be established by County. Subscriber shall be responsible of transportation of its equipment to and from that workshop. Reprogramming of public safety radio shall be done in conformance with the channel programming as stipulated by the Routt County Communication Advisory Board. The County shall maintain a small cache of spare portable radios and 1 mobile radio that can be used as loaners to all subscribers during times of repair.
3. Subscriber shall pay to County a Subscriber Fee of \$120.00 per year calculated at \$20 per radio and \$100 per repeater and \$5.00 per pager listed on Exhibit A. A similar but prorated fee shall be charged for any additional equipment added during the year. Subscriber shall pay the Subscriber Fee to County no later than February 1, 2023 for the first year of the term of this Agreement and by the same date in each additional year during the term of the Agreement. This fee will be addressed and considered annually at the April Communications Advisory Board meeting. Any fee modification will be for the following year unless mutual agreement is made between the County and Subscriber on another date to modify the fee.
4. The initial term of this Agreement shall be from January 1, 2023 through December 31, 2023. This Agreement shall automatically be renewed for additional one year terms unless either County or Subscriber terminates it by written notice give to the other party no later than November 1 if the then current year. The forgoing notwithstanding, each party's obligations under this Agreement are subject to the adoption of an annual budget by each which include adequate appropriations for the obligations for the party under this Agreement.
5. Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid, to the party to be served at the following addresses:

Subscriber:


North Routt Fire  
C/O DISTRICT CHIEF  
54545 Co Rd 129 / 61915 Co Rd 129  
Clark, CO 80428

County: **Routt County Board of Commissioners**  
522 Lincoln (No US Postal Service to this address)  
PO Box 773598  
Steamboat Springs CO 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served two business days following the date of mailing if mailed in the State of Colorado otherwise on the date which is three business days following the date of mailing.

6. In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such actions shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorneys' fees from the non-prevailing party.
7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.
8. This Agreement constitutes the entire agreement between the parties concerning the provision of maintenance and repair services for the equipment listed on Exhibit A and any additional equipment subsequently added by amendment of Exhibit A.

**SUBSCRIBER**

By: , **DISTRICT CHIEF**  
Agency Representative, **NRFPD**

ATTEST:

\_\_\_\_\_, City Clerk

**ROUTT COUNTY, COLORADO**  
**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Beth Melton, Chairperson

ATTEST:

\_\_\_\_\_  
Kim Bonner, Routt County Clerk