

RESOLUTION NO. 15-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO RENEWING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, COLORADO REGARDING PUBLIC SAFETY AND ANIMAL CONTROL SERVICES

WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governmental entities within the State of Colorado to enter into cooperative agreements or contracts with one another to provide such functions, services or facilities lawfully authorized to each of them; and

WHEREAS, the City of Castle Pines (the "City") previously entered into an intergovernmental agreement ("Agreement") with the Board of County Commissioners of Douglas County, Colorado, (the "County") on behalf of the Douglas County Sheriff ("Sheriff") to provide law enforcement and animal control services by the Douglas County Sheriff within the boundaries of the City for 2015; and

WHEREAS, the City, County and Sheriff wish to renew the Agreement, in substantially the same form as attached hereto as **Exhibit A**, to continue to provide law enforcement and animal control services within the boundaries of the City for 2016.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CASTLE PINES, COLORADO, THAT:

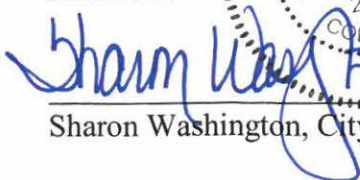
Section 1. The City Council hereby approves the Intergovernmental Agreement between the City of Castle Pines, Colorado, and the Board of County Commissioners of Douglas County, Colorado, on behalf of Douglas County Sheriff's Office, in substantially the same form as attached hereto as **Exhibit A**, and hereby authorizes the Mayor to execute the Agreement.

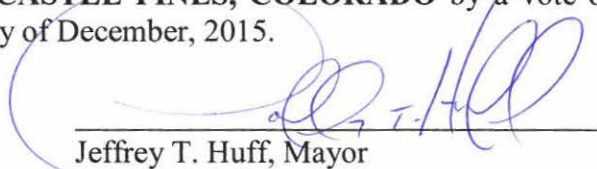
Section 2. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO by a vote of 7 in favor, 0 against and 0 absent this 8th day of December, 2015.



ATTEST:


Sharon Washington, City Clerk


Jeffrey T. Huff, Mayor

Approved as to form:

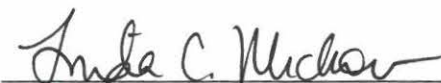

Linda C. Michow, City Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the **City of Castle Pines**, a municipal corporation of the State of Colorado (hereinafter referred to as “the City”), and the **Board of County Commissioners of the County of Douglas** (hereinafter referred to as the “Board”), on behalf of the **Douglas County Sheriff’s Office** (hereinafter referred to as the “Sheriff”), hereinafter collectively referred to as the “County”.

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S., authorizes the Board to contract with the City for the purpose of providing law enforcement by the Sheriff within the boundaries of the City; and

WHEREAS, Section 29-1-203, C.R.S., authorizes the City to enter into contracts with other governmental units for services; and

WHEREAS, the City, Sheriff and Board previously entered into an intergovernmental agreement for the provision of law enforcement and animal control services on January 4, 2011; and

WHEREAS, the City, Sheriff and Board desire to renew the agreement for the provision of law enforcement and animal control services in accordance with the terms herein provided;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. **TERM:** The County shall provide law enforcement and animal control services within the boundaries of the City commencing January 1, 2016 and shall terminate on December 31, 2016.

2. **SCOPE OF SERVICES:** The type of law enforcement services to be provided by the Sheriff within the boundaries of the City shall be substantially similar to the law enforcement services provided in the unincorporated areas of Douglas County, as more specifically set forth in Exhibit A, attached hereto and incorporated herein by reference.

A. The County is hereby authorized to enforce all Douglas County ordinances pertaining to the regulation of traffic and parking, resolutions for the control and licensing of dogs and pet animals, and such County ordinances and resolutions as may be adopted and amended from time to time as expressly approved by the City Council pursuant to Section 30-15-401(8), C.R.S., inclusive as of the date of this Agreement, of Ordinance Numbers: 996-002 (Door to Door Solicitations); 001-003 (Minor Tobacco Possession); 002-001 (Solicitation in Roadways); 012-004 (Open Fires); and 007-003 (Sidewalk Snow Removal).

B. The Sheriff agrees to provide enforcement of municipal ordinances as may be designated from time to time by the City. In the event jail or related services are necessary in conjunction with the enforcement of such ordinances, those services shall be subject to normal and customary fees as established by the County.

3. **COLLECTED FINES & PENALTIES:** As a result of enforcement services stated within Section 2A of this Agreement, the City shall be entitled to retain all revenue collected as a result of such enforcement within the City and will be responsible for subsequently paying any applicable surcharges collected to the appropriate agency.

4. **PAYMENT FOR SERVICES:** For the Scope of Services described herein, the City shall pay to the Douglas County Law Enforcement Authority Fund the total sum of \$769,960 which amount is equal to a 4.5 mill levy for all of the 2015 assessed valuation (\$171,102,190) within the boundaries of the City. The City shall also pay the Douglas County General Fund the total sum of \$15,144 for animal control services. In lieu of the net property tax, auto ownership tax and short-term rental tax collections being distributed directly to the City, such amounts shall be retained by the Board and applied to the total sum of \$ 785,104 (\$769,960 for law enforcement services and \$15,144 for animal control services) until paid in full. Should actual net property tax, auto ownership tax and short-term rental tax collections surpass the total sum of \$785,104; any additional funds collected will be remitted directly to the City on the 10th of the subsequent month. Should actual net property tax, auto ownership tax and short-term rental tax collections not be sufficient to pay the total sum of \$785,104 by December 31, 2016, the City shall remit any balance due to the Douglas County Treasurer's Office no later than January 31, 2016. "Net property tax collections" is defined as the amount of current and prior year real and personal property taxes and interest collected, offset by the amount of any abated real and personal property taxes, and offset by one percent (1%) of all actual property tax collections retained by the Douglas County Treasurer's Office per Section 30-1-102, C.R.S.

5. **RECORDS & REPORTING:** All records resulting from calls for service or general routine patrol services within the City enforcement area will be managed and maintained by the Douglas County Sheriff's Office. The Sheriff shall provide the City with monthly statistical reports reflecting calls for service and crime statistics.

6. **PROOF OF INSURANCE:** The County shall provide to the City proof of insurance coverage for losses, costs, damages, claims, actions or liability which may arise or grow out of the Sheriff's provision of police protection, law enforcement services, and animal control services under the terms of this Agreement as a result of the actions of himself, his staff, or any of his deputies or agents; however, such insurance coverage shall not extend to and the County assumes no responsibility for actions of personnel, staff, representatives, agents or elected officials of the City.

7. **PERSONNEL:** Any member of the Sheriff's Office assigned to fulfill contract services shall remain under the control of the Sheriff's office and will be afforded the same employment rights and benefits as other office members. All Sheriff's Office personnel serving the City under this Agreement shall remain employees of the Sheriff's Office. The Sheriff shall continue to be responsible for administering all wages, withholdings, pension, workman's

compensation, unemployment benefits, dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

8. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City and the County, their respective council members, commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), § 24-10-101 to 120, C.R.S., or otherwise available to the County or the City. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for cities and counties, both the City and the County agree that each will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

9. **NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the City, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

10. **ADDITIONAL SERVICES:** In the event the City desires services, in addition to the services defined in this Agreement, the City may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.

11. **NOTICES:** Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail, postage pre-paid, to the following addresses:

To the City of Castle Pines:

City of Castle Pines
Attn: City Manager
7501 Village Square Drive, Suite 100
Castle Pines, CO 80108

with a copy to: Linda Michow
City Attorney
Widner Michow & Cox LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

To Douglas County:

Captain Darren Weekly
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109

with a copy to: Lance J. Ingalls
Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

12. **RENEWAL:** This Agreement may be renewed or renegotiated at the end of the term upon mutual agreement of the parties.

CITY OF CASTLE PINES:

ATTEST:

By: _____
Jeffrey T. Huff, Mayor

Sharon Washington, City Clerk

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

Linda C. Michow, City Attorney

DATE: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS:**

ATTEST:

By: _____
Jill E. Repella, Chair

Melissa A. Pelletier, Deputy Clerk

DATE: _____

DATE: _____

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

Douglas J. DeBord, County Manager

Kelly Dunnaway, Deputy County Attorney

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

DOUGLAS COUNTY SHERIFF:

Andrew Copland, Finance Director

Tony G. Spurlock, Sheriff

DATE: _____

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

A. The Douglas County Sheriff's Office shall provide the law enforcement services as set forth in this Exhibit A:

1. Reactive patrol to enforce federal and state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service. Violations of municipal ordinances shall be cited into the CITY's municipal court.
2. Proactive patrol to prevent and deter criminal activity.
3. Traffic patrol to enforce City traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic or movement and vehicular registration.
4. Investigation of crimes by deputies (investigators) assigned to a criminal investigation unit investigating such crimes as major crimes, drug offenses (through South Metro Drug Task Force), fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
5. Special operations services such as canine patrol, hostage negotiations, SWAT, and bomb disposal.
6. Communications services, including call receiving, dispatch, and reports.
7. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
8. Command and support staff.
9. Administrative services including but not limited to planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County agencies in support of the County Sheriff's Office.
10. Emergency management/disaster services as deemed necessary protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the City Manager or his/her designee shall be contacted directly and immediately in the event of a declared or other emergency. Should the Sheriff, acting for the County, undertake emergency management/disaster services he or she deems necessary without prior consultation of the City representative, the City representative will be informed within twenty-four (24) hours of the performance of the emergency

management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports are to be provided separately and as regularly as needed during and after the emergency situation.

11. Liquor code compliance and enforcement and law enforcement liaison to liquor licensing authority.

B. The County shall not be required to provide enforcement of general land use, nuisance or zoning provisions. The municipal ordinances for which the County shall provide services under this Agreement include:

1. The general penalty provisions of the Municipal Code,
2. All ordinances codified in Chapter 8 (Vehicles and Traffic) of the City of Castle Pines Municipal Code,
3. All ordinances codified in Chapter 10 (General Offenses) of the City of Castle Pines Municipal Code,
4. All ordinances codified in Articles 1 (County Health-Related Offenses) and 7 (Licensing of Dogs and Pet Animals), Chapter 7 of the City of Castle Pines Municipal Code.
5. Police back-up for code enforcement in the event of a dangerous or potentially dangerous situation or encounter.
6. Information on the registration of motor vehicles or criminal histories at the request of the City Manager.
7. Service of municipal summons, complaints and penalty assessments.
8. Seizure of property related to City tax matters at the direction of City management.

C. The County shall provide all resources, personnel, material and equipment necessary to satisfactorily render the Services described herein.