

RESOLUTION NO. 09-98

INTRODUCED BY:

Councilperson Havercroft

Councilperson Hoffman

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CASTLE PINES NORTH, 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 North (the "City") previously entered into an intergovernmental agreement with the Board of County Commissioners of Douglas County, Colorado, (the "County") and 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 2009; and

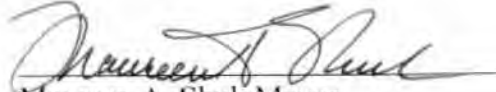
WHEREAS, the City, County and Sheriff wish to renew the agreement, in substantially the same form as attached hereto as **Exhibit A**, to continue to provide law enforcement and animal control services within the boundaries of the City for 2010.

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


Section 1. That the City hereby approves the Intergovernmental Agreement between the City of Castle Pines North, Colorado, and Board of County Commissioners of Douglas County, Colorado, on behalf of the 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 NORTH by a vote of five (5) in favor, none against and two (2) absent this 17th day of December, 2009.


Maureen A. Shul, Mayor

ATTEST:


Janie Berry, City Clerk

Approved as to form:

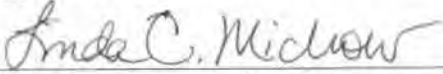

Linda C. Michow, City Attorney

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
FOR PUBLIC SAFETY SERVICES**

THIS AGREEMENT made and entered into this 14th day of January, 2010, by and between the City of Castle Pines North, 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 30-1-1-406(c), 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 for 2009; 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. The County shall provide law enforcement and animal control services within the boundaries of the City commencing January 1, 2010.

2. The type of law enforcement services to be provided by the Sheriff within the boundaries of the City shall be substantially similar to the routine or non-extraordinary law enforcement services provided in the unincorporated areas of Douglas County, including but not limited to providing random police patrols, traffic enforcement, call response, ordinary criminal investigations, K-9, and SWAT team response services, and the Sheriff shall utilize, to the best of his ability and judgment, the manpower and equipment presently at his disposal in order to provide said services.

3. It is understood that unanticipated, non-routine and extraordinary events or investigations ("Extraordinary Events") may arise. The Sheriff shall notify the Mayor of the City immediately when an Extraordinary Event arises requiring additional police protection through the Sheriff. Extraordinary Events shall include, but are not limited to, homicides, large fires or other natural disasters, house-to-house searches for fugitives and other non-routine or unanticipated emergency situations. Extraordinary Events shall not include routine law enforcement services relating to concerts or other entertainment gatherings within City limits, unless such events give rise to an Extraordinary Event, such as a riot or fire. The City and the

Sheriff shall cooperate in determining the scope of law enforcement services required to respond to any Extraordinary Event.

4. The County shall also provide traffic control and animal control services within the boundaries of the City. 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); 003-001 (Open Fires); 007-001 (Curfew); and 007-003 (Sidewalk Snow Removal). The City shall be entitled to retain all fines, penalties, and surcharges collected as a result of such enforcement within the City.

5. The Sheriff agrees to consider, on a case-by-case basis, requests for enforcement of municipal ordinances as may be designated from time to time by the City. The Sheriff is authorized, but not obligated unless the parties agree in writing, to enforce the City's ordinances. 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.

6. The term of this Agreement shall commence January 1, 2010, and shall terminate on December 31, 2010.

7. The City shall pay to the Douglas County Law Enforcement Authority Fund the total sum of \$701,621.46 which amount is equal to a 4.5 mill levy for all of the 2009 assessed valuation (\$155,915,880) within the boundaries of the City. In lieu of the property tax collections being distributed directly to the City, such amounts shall be retained by the Board and applied to the sum of \$701,621.46 until paid in full. Should actual property tax collections surpass the sum of \$701,621.46, any additional funds collected will be remitted directly to the City.

8. Likewise, the City shall pay \$28,200.00 to the Douglas County General Fund for animal control services. In lieu of 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 sum of \$28,200.00 until paid in full. In addition to the \$701,621.46 for law enforcement services and the \$28,200.00 retained for animal control services, the Douglas County Treasurer's Office will, per Section 30-1-102, C.R.S., charge the City one percent (1%) of all actual property tax collections. Such Treasurer's fees shall be retained from the auto ownership and short term rental tax collections. Any additional funds collected will be remitted directly to the City.

9. 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 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.

10. This Agreement may be renewed or renegotiated at the end of the term upon mutual agreement of the parties.

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.** The Parties hereto understand and agree that the County, its 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.

12. **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.

13. **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.

14. **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:

City of Castle Pines North:

Mayor, City of Castle Pines North
558 Castle Pines Parkway, Unit B4-208
Castle Rock, CO 80108

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

Douglas County:

Chief Tony Spurlock
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109

cc: 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.

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

By: _____

Jack A. Hilbert, Chair

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Finance Director

CITY OF CASTLE PINES NORTH:

By: _____

Maureen A. Shul, Mayor

APPROVED AS TO LEGAL FORM:

Linda C. Michow, City Attorney

ATTEST:

Melissa A. Pelletier, Deputy Clerk



APPROVED AS TO LEGAL FORM:

Kelly Dunnaway, Deputy County Attorney

DOUGLAS COUNTY SHERIFF

David A. Weaver, Sheriff

ATTEST:

Janie Berry, City Clerk