

RESOLUTION NO. 11-70

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 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, 2010 and 2011; 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 2012.

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

Section 1. That the City hereby approves the Intergovernmental Agreement between the City of Castle Pines, 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 by a vote of 6 in favor and 0 against this 13th day of December, 2011.


Jeffrey T. Huff, Mayor

ATTEST:


Sharon DeRouen, City Clerk

Approved as to form:

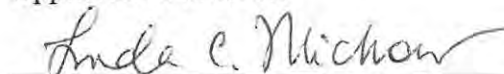

Linda C. Michow, City Attorney

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
FOR PUBLIC SAFETY SERVICES**

THIS AGREEMENT made and entered into this 14 day of February, 2012, 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 30-1 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 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, 2012 and shall terminate on December 31, 2012.

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 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, municipal court attendance pursuant to duly issued subpoenas, 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.

A. The County shall also provide routine 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).

B. 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.

3. **EXTRAORDINARY EVENTS:** 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. **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.

5. **PAYMENT FOR SERVICES:** The City shall pay to the Douglas County Law Enforcement Authority Fund the total sum of \$626,250 which amount is equal to a 4.5 mill levy for all of the 2011 assessed valuation (\$139,166,640) within the boundaries of the City. The City shall also pay the Douglas County General Fund the total sum of \$35,505 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 sum of \$661,755 (\$626,250 for law enforcement services and \$35,505 for animal control services) until paid in full. Should actual net property tax, auto ownership tax and short-term rental tax collections surpass the sum of \$661,755, 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 \$661,755 by December 31, 2012, the City shall remit any balance due to the Douglas County Treasurer's Office no later than January 31, 2013. "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.

6. **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 quarterly statistical reports reflecting calls for service and crime statistics.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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:

Mayor, City of Castle Pines
7501 Village Square Drive, Suite 100
Castle ~~Rock~~, CO 80108
Pines

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

Douglas County:


Captain Robert McMahan
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.

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

CITY OF CASTLE PINES:

By: 
Mayor

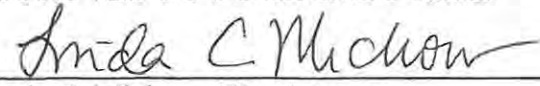
DATE: December 16, 2011

ATTEST:


City Clerk

DATE: Dec 15, 2011

APPROVED AS TO LEGAL FORM:


Linda C. Michow, City Attorney


DATE: 1/6/12

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

By: 
Jack A. Hilbert, Chair

DATE: 2-14-12

ATTEST:

FOR 
Melissa A. Pelletier, Deputy Clerk

DATE: 2/14/12




APPROVED AS TO CONTENT:


Douglas J. DeBord, County Manager

DATE: 1.29.12

APPROVED AS TO LEGAL FORM:


Kelly Dunnaway, Deputy County Attorney

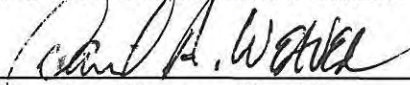
DATE: 1/23/12

APPROVED AS TO FISCAL CONTENT:


Andrew Copland, Finance Director

DATE: 1/24/12

DOUGLAS COUNTY SHERIFF


David A. Weaver, Sheriff

DATE: 1-17-12