

RESOLUTION NO. 23-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND DOUGLAS COUNTY CONCERNING LAW ENFORCEMENT AND ANIMAL CONTROL SERVICES FOR 2023

WHEREAS, the City of Castle Pines (“City”) is authorized to enter into contracts for lawful purposes for the protection of the health, safety, and welfare of its citizens; and

WHEREAS, C.R.S. § 29-1-203, as amended from time to time, authorizes local governments to cooperate and contract with other governmental entities regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the City of Castle Pines (“City”) and Douglas County (“County”), on behalf of the Douglas County Sheriff’s Office (“Sheriff’s Office”), have entered into annual intergovernmental agreements (“IGA”) for the provision of law enforcement and animal control services since 2011 for the Sheriff’s Office to provide law enforcement and animal control services for the City for 2020 (“Services”); and

WHEREAS, the City, the County and the Sheriff’s Office desire to renew the IGA, in substantially the form attached hereto as **Exhibit 1**, for the provision of the Services for 2023; and

WHEREAS, the City Council has determined that it is in the best interests of the City to renew the IGA and contract with the County for the Services in 2023.

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

Section 1. The City Council hereby: (a) approves the Intergovernmental Agreement for Law Enforcement Services Between the Board of County Commissioners of Douglas County, on Behalf of the Douglas County Sheriff’s Office, and the City of Castle Pines, in substantially the form attached hereto as **Exhibit 1** (“2023 IGA”) in the amount of **One Million Two Hundred Forty Two Thousand, Seven Hundred and Ten Dollars and Twenty-Six Cents (\$1,242,710.26)** for the term of January 1, 2023 until December 31, 2023; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the 2020 IGA in final form.

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 10th DAY OF JANUARY, 2023.


Tracy Engerman (Jan 18, 2023 09:02 PST)

Tracy Engerman, Mayor

ATTEST:



Tobi Duffey

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

Linda C Michow

Linda C. Michow, City Attorney

EXHIBIT 1

[see attached agreement]

**INTERGOVERNMENTAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY,
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE,
AND THE CITY OF CASTLE PINES**

THIS AGREEMENT made and entered into this ____ day of _____ 20____, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado, (hereinafter referred to as the "Board"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** ("the Sheriff"), and the **CITY OF CASTLE PINES**, a municipal corporation of the State of Colorado ("the City").

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, since 2011, the City, Sheriff and Board have entered into annual intergovernmental agreements for the provision of law enforcement and animal control services; and

WHEREAS, the City, Sheriff, and Board desire to establish an agreement for the provision of law enforcement and animal control services for the 2023 calendar year in accordance with the terms therein 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, 2023 and shall terminate on December 31, 2023.

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 Castle Pines Municipal Code ordinances pertaining to the regulation of traffic and parking, the control and licensing of dogs and pet animals, and such City ordinances as may be adopted and amended from time to time (collectively, the "Ordinances").

B. The Sheriff agrees to provide enforcement of the 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.

C. The City hereby confers the authority on the Sheriff to perform the services, described in **Exhibit A** of this Agreement, within the City and to act in all manners as the municipal police force for the City. The City confers municipal police authority on the Sheriff and such County deputies as might be engaged hereunder in enforcing City Ordinances for the purposes of carrying out this Agreement.

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 \$1,199,611.26 which amount is equal to a 4.5 mill levy for all of the 2022 assessed valuation (\$266,580,280) within the boundaries of the City.

The City shall also pay the Douglas County General Fund the total sum of \$43,099 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 \$1,242,710.26 (\$1,199,611.26 for law enforcement services and \$43,099 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 \$1,242,710.26, 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 \$1,242,710.26 by December 31, 2023, the City shall remit any balance due to the Douglas County Treasurer's Office no later than January 31, 2024. "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 the County, the Sheriff, their staff, 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. **INDEPENDENT CONTRACTOR STATUS:** The County and the Sheriff's Office are, and shall at all times be deemed to be, an independent contractor. 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. The Sheriff shall be solely responsible, assume liability for and retain all authority for rendition of services, standards of performance, control of personnel, including discipline, training, and other matters incident to the performance of services by the County through the Sheriff. Nothing in this Agreement shall make any employee of the City a County employee or any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded the County or City employees by virtue of their employment.

All Sheriff's Office personnel serving the City under this Agreement shall remain employees of the Sheriff's Office. The Sheriff shall 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.

COUNTY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS COUNTY OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS.

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 prepaid, to the following addresses:

To the City of Castle Pines:

City of Castle Pines
Michael Penny
City Manager
360 Village Square Lane, Suite B
Castle Pines, CO 80108

with a copy to: Linda Michow,
City Attorney
Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

To Douglas County:

Captain Dan McMillan
Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109

with a copy to: Kelly Dunnaway
Deputy 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: _____
Tracy Engerman, Mayor

Tobi Duffey, City Clerk

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

Linda C. Michow, City Attorney

DATE: _____

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

ATTEST:

BY: _____

Kristin Randlett, Deputy Clerk to the Board

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

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, 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 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, training, material and equipment necessary to satisfactorily render the Services described herein.