AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Twelve-Month Extension of Law Enforcement Agreemen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The attached agreement will extend the current agreement to 12/31/17.

Fiscal Impact: $138,644

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
This amount is included in the 2017 budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/13/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/13/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/13/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/20/2016

Revised April 2015

TWELVE-MONTH EXTENSION OF LAW ENFORCEMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS FOR GUNNISON COUNTY, COLORADO, THE GUNNISON COUNTY SHERIFF, AND THE TOWN OF MT. CRESTED BUTTE, CO

THIS AGREEMENT, effective the 1st day of January, 2017, is by and between the Board of County Commissioners of Gunnison County, CO and the Gunnison County Sheriff (collectively referred to as the "County"), and the Town of Mt. Crested Butte, CO, a Colorado home-rule municipal corporation ("Town").

WHEREAS, the County and the Town have previously entered into a Law Enforcement Agreement dated November 1, 2011, attached hereto and incorporated herein by reference as "Appendix A", which by its terms was to expire on December 31, 2016; and

WHEREAS, the County and the Town wish to extend such agreement for an additional twelve months, or until December 31, 2017;

NOW THEREFORE, pursuant to the terms hereof, it is agreed as follows:

1. EXTENSION OF AGREEMENT. The Law Enforcement Agreement, known as Appendix A, is hereby extended for an additional twelve month term from January 1, 2017 to December 31, 2017.

2. PAYMENT FOR SERVICES. It is hereby agreed that the County shall pay to the Town One Hundred Thirty-eight Six Hundred Forty-four and NO/100 U.S. Dollars ($138,644.00) in annual consideration for the terms and conditions described in the Law Enforcement Agreement known as Appendix A in quarterly installments throughout 2017.

3. ALL OTHER TERMS REMAIN APPLICABLE. Except as specifically modified herein, all of the remaining terms of the Law Enforcement Agreement, known as Appendix A, shall remain in full force and effect during the period of this extension.

EXECUTED, this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR GUNNISON COUNTY, COLORADO

BY _____
Paula Swenson, Chairperson

BY _____

Phil Chamberland, Vice-Chairperson

BY _____

Jonathan Houck, Commissioner

Attest:

BY _____
Deputy Clerk of the Board

Gunnison County Sheriff's Department

_____
Rick Besecker, Gunnison County Sheriff

Attest:

Town of Mt. Crested Butte

_____
Jill Lindros, Town Clerk

_____
Todd Barnes, Mayor

APPENDIX A

GUNNISON COUNTY
LR: 11-252

LAW ENFORCEMENT AGREEMENT
Among
Gunnison County Board of County Commissioners
Gunnison County Sheriff
Town of Mt. Crested Butte

THIS AGREEMENT, effective the 1st day of January, 2012, by and among the Board of County Commissioners of Gunnison County, Colorado ("County"), the Gunnison County Sheriff, ("Sheriff"), and the Town of Mt. Crested Butte, a Colorado home rule municipal corporation, ("Town"), is upon the following terms and conditions:

WHEREAS, the County is desirous of entering into a contract with the Town for the performance of the hereinafter described law enforcement protection within certain unincorporated portions of Gunnison County at a level of service which approximates the basic level currently provided County-wide through the Gunnison County Sheriff; and

WHEREAS, the Town is agreeable to rendering such services and protection on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of 29-1-203 Colorado Revised Statutes as amended;

NOW, THEREFORE, pursuant to the terms of the aforesaid statute, it is agreed as follows:

1. Provision of Service by Town to County.

    a. The Town, by way of the Mt. Crested Butte Police Department, shall provide law enforcement services within the hereinafter defined unincorporated portions of Gunnison County to the extent and in a manner hereinafter set forth.

    b. Except as otherwise hereinafter specified, the standard level of service provided shall be the same basic level of service which is provided by the Sheriff for the County of Gunnison, subject to the good faith discretion of the Town Chief of Police in consideration of emergency or unexpected law enforcement needs elsewhere in the Town.

    c. In the event that simultaneous calls for service occur for areas within the Town and the area outside of the Town under the jurisdiction of Town officers who have been made deputy sheriffs by this Agreement, said deputy sheriffs shall cover the Town first, and call for assistance from the Sheriff's Office in Gunnison for coverage outside the Town; provided however, that such decision shall be in the sole determination of the Town's Police Chief, who shall make all reasonable efforts to handle the call for services outside the Town by his department, or by members of the Sheriff's Office. In making the determination required by this paragraph the Police Chief shall consider whether one of the simultaneous calls concerns a life or bodily injury threatening situation and whether or not response to the remaining call can be postponed without endangering human life or bodily injury.

d. The parties hereto understand and acknowledge that when a Town police officer is dispatched on County business, outside the area of the Town, but within those areas specified hereinafter, that the responding Town police officer shall be, and remain, as the officer in charge until relieved of such responsibility by either the Sheriff or Undersheriff.

e. The Town Police Department will provide, as part of the Agreement, patrol service at the same basic level of service which is provided by the Sheriff for the County of Gunnison. Actual patrol service will be established by the Town Chief of Police upon the assessment of changing community needs, statistical/crime analysis information and other factors such as day of week, month, school vs. non-school day, holiday, and seasonal activities or events. Total hours and exact times of patrol service may be modified as required by the Town Chief of Police to ensure no set trend is established that would defeat crime prevention aspects of patrol service.

f. The specific services provided to the County by the Town will include the following:

1) General traffic violation enforcement;
2) Investigation of traffic accidents;
3) Business checks after hours;
4) Professional investigation of criminal offenses;
5) Maintenance of complete police records system including crime reports and arrest warrants;
6) Proper use of the Colorado Bureau of Investigation Lab when required;
7) Maintenance of proper handling of all evidence related to criminal activity;
8) Coordination with the County in the development and maintenance of contingency emergency plans upon approval of the County;
9) Crime prevention materials and programs for residential and business applications upon request and within current capability;
10) Vacation checks of private residences upon request that are within reach by plowed roads and within current capabilities and cost limitations;
11) Any other services, upon request, that are within current capabilities and cost limitations;
12) Provide service of civil papers;
13) Enforcement of all county ordinances.

2. Officers to be Deputized.

For the purpose of this Agreement, the Sheriff shall, except for good cause shown, deputize all of the Town Police Department officers, upon recommendation of the Town Police Chief. Thereafter, the Town shall provide such deputized officers for the purposes set forth herein for the provision of law enforcement services on behalf of the County outside of the corporate limits of the Town and Crested Butte. If the Town police officer on duty has not been deputized at the time a call for service under this Agreement comes in, the Town or its officers need not respond to such call under this Agreement. If a response is not to be made, the Town or its officers shall immediately notify dispatch or the Sheriff that a response will not be made and explain the reason therefore.

3. Definition of Jurisdiction and Area to be Serviced.

All areas within the boundaries of the Town shall remain under the law enforcement powers of the Town's Police Department. All law enforcement activities carried on hereunder outside of the Towns of Crested Butte or Mt. Crested Butte will be exercised under the authority of the Sheriff's office as deputy sheriffs. The deputy sheriffs to be provided by the Town's Police Department shall be responsible for providing law enforcement services on behalf of the Sheriff's Department within the boundaries of the Crested Butte Fire Protection District.

4. Equipment and Facilities.

   a. The Town Police Department shall provide and pay for all labor, supervision and equipment, including but not limited to the use of its police vehicles, radios, weapons and all other police equipment for use by said deputy sheriffs in the course of law enforcement work performed under the jurisdiction of the Sheriffs Department. The Town shall provide the necessary fuel and lubrication for the vehicles provided under this Agreement.

   b. The Town shall be solely responsible for wages, compensation, fringe benefits, fuel, oil, ordinary wear of equipment and vehicles and similar operational expenses as may be incurred for provision of services under this Agreement. The County shall be responsible for any extraordinary non-operational costs or expenses incurred during, or directly arising from, or related to, the Town's personnel responding to or attending a service call outside of the Town's boundaries pursuant to this Agreement, such as, but not by way of limitation, towing charges for a damaged or abandoned vehicle or ambulance charges for injured persons.

5. Insurance.

   a. The Town agrees to defend and hold the County and its employees and officers harmless against any and all of the following types of claims, which may be attributable to services provided under this Agreement.

      1) Claims by any Town employee for compensation, fringe benefits of any kind whatever (including, without limitation, pension rights of payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave, or sick pay).
      2) Claims by any other party for damages for alleged unlawful acts, which are the result of gross negligence, or intentional or malicious acts on the part of any Town employee acting pursuant to this Agreement.

   b. The County agrees to procure adequate insurance against claims attributable to services provided under this Agreement and to defend and hold the Town and its employees and officers harmless against any and all of the following types of claims, which may be attributable to services under this Agreement.

      1) Tort claim damages or similar claims for damages and in particular Section 1983 Claims.
      2) Claims by any other party for damages for alleged unlawful acts, which are the result of negligence, or acts or omissions on the part of any Town employee acting pursuant to this Agreement.

3) Claims for all damage to, or loss of Town equipment or vehicles occurring during the performance of this Agreement by the Town's personnel.

c. Neither the Town nor County hereby waives any right, privilege or immunity it may enjoy pursuant to the "Colorado Governmental Immunity Act", or otherwise.

d. When Town officers are acting outside of the boundaries of the Town for the Sheriff their actions shall be governed by the rules and policies of the Town's Police Department.

6. Term.

The term of this Agreement shall commence on January 1, 2012 and terminate on December, 31, 2016.

7. Payment for Services.

The County hereby agrees to pay to the Town, as consideration for services to be rendered by the Police Department of said Town, the sum of One Hundred Twenty-nine Thousand Seven Hundred Eighty and no/100 Dollars ($129,780.00) payable in four (4) equal quarterly installments for services rendered during 2012. In each subsequent year, this sum will be increased by multiplying the base sum by the percentage change in the Consumer Price Index (CPI-U All Cities Index) for the previous year.

8. Deputies.

The County, the Sheriff and the Town hereby agree that, for the purposes of the Agreement, the Sheriff shall, except for good cause shown, deputize all Mt. Crested Butte law enforcement officers upon recommendation by the Town Police Chief, under the express provision that such officers shall only exercise their deputy sheriff authority under the direct supervision and command of the Town Police Chief.

9. Quarterly Report.

The Town Chief of Police shall provide a quarterly written report to the Gunnison County Sheriff detailing law enforcement and public service activities provided under the Agreement. Said report should, as a minimum, detail number and type of criminal complaints, property loss, hours of patrol service, response time, hours of investigative service, number and type of traffic accidents, crime analysis data, and recommendations as to beneficial alteration of services.

10. Non-appropriation Clause.

The County and Town hereby agree that this Agreement will terminate if either party does not make annual appropriations required to effectuate the Agreement. If sufficient annual appropriations are made by both parties, the Agreement will remain in force until the end of the term. Nothing in this Agreement is intended to create a multiple-fiscal year financial obligation contrary to the requirements of Article X, Section 20 of the Colorado Constitution, the Taxpayer's Bill of Rights.

APPENDIX A

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Hap Channell, Chairperson

Phil Chamberland, Commissioner

Paula Swenson, Commissioner

Attest:

Deputy, Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

Dated Executed by BOCC: 11/1/2011

GUNNISON COUNTY SHERIFF

Designated Representative

Date Signed: 10-26-11

TOWN OF MT. CRESTED BUTTE

William Buck, Mayor

Date Signed: 10-18-2011