

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 1 – SERIES 2010**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
TOWN OF MINTURN TO SIGN AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
EAGLE COUNTY, COLORADO AND TOWN OF  
MINTURN FOR COOPERATIVE LAW ENFORCEMENT**

**WHEREAS**, the Town of Minturn has entered in negotiations with Eagle County to provide cooperative law enforcement services through the Eagle County Sheriff within the Town of Minturn; and

**WHEREAS**, in accordance with those negotiations, Eagle County has reached an agreement with the Town of Minturn for general law enforcement services within the Town of Minturn when there is no Minturn officer on duty; and

**WHEREAS**, the Home Rule Charter of the Town of Minturn, Colorado, the Minturn Municipal Code and C.R.S. § 31-15-101, as amended, authorize the Town to enter into contracts.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF MINTURN, COLORADO:

SECTION 1. The Mayor is authorized to sign an intergovernmental agreement, between Eagle County and Town of Minturn for cooperative law enforcement services, and such other documents as are reasonably necessary with Eagle County, Colorado.

SECTION 2. This Ordinance shall not take effect until the agreement is signed by the representatives of all the necessary parties thereto.

SECTION 3. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 5. The repeal or the repeal and reenactment of any provisions of the Minturn Municipal Code as provided in this ordinance shall not affect any right with has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of

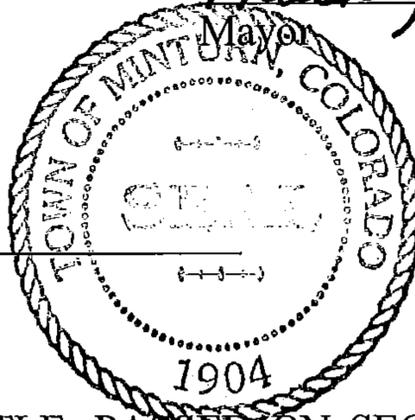
the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THE 3<sup>rd</sup> DAY OF MARCH, 2010. A public hearing on this ordinance shall be held at the regular meeting of the Town Council of the Town of Minturn, Colorado, on the 17th day of March, 2010, at 7 P.M. in the Minturn Town Center 302 Pine Street, in the Town of Minturn, Colorado.

*Haukeye Flaherty*  
Mayor

Attest:

*[Signature]*  
Town Clerk

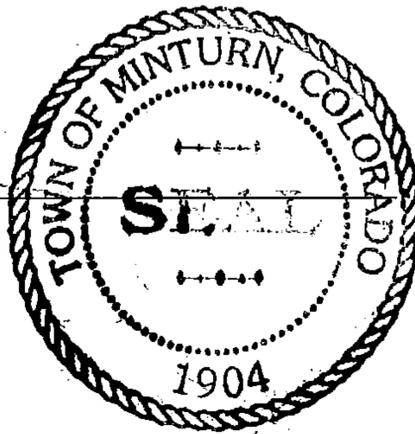


INTRODUCED, READ BY TITLE, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN FULL THIS 17<sup>th</sup> DAY OF March, 2010.

*Haukeye Flaherty*  
Mayor

Attest:

*[Signature]*  
Town Clerk



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
EAGLE COUNTY AND TOWN OF MINTURN  
FOR  
COOPERATIVE LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into effective January 1, 2010 through December 31, 2010, by and between the COUNTY OF EAGLE, STATE OF COLORADO, a body corporate and politic, by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County," and the TOWN OF MINTURN, STATE OF COLORADO, a municipal corporation, by and through its TOWN COUNCIL, hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the Town and the County desire to have a Cooperative Service Agreement for the performance of law enforcement functions by the Sheriff; and

WHEREAS, such intergovernmental agreements are authorized and provided for by the provisions of section 29-1-201, et seq. C.R.S.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree hereby as follows:

1. The County, through the Sheriff, will provide general law enforcement services within the corporate limits of the Town to the extent and the manner hereinafter set forth. For purposes of this agreement, general law enforcement services shall consist only of patrol and investigations, and all auxiliary and technical services now provided by the Sheriff's Office in support of patrol and investigations in unincorporated parts of the County. All references to general law enforcement services in this agreement are references only to services that shall be delivered under the terms of this agreement.
2. Management of the rendering of such services, leadership and supervision, the standards of performance, the discipline of officers and other matters incident to the performance of such services and the review of personnel so employed, shall remain under the Sheriff.
3. In event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, and the determination thereof made by the Sheriff of the County is unacceptable to the Town, the dispute shall be resolved, if possible, by direct discussion between the Sheriff of the County and the Chief of Police of the Town.

4. Specific service provided by the Sheriff on behalf of the Town shall include the following, by way of example only:

- a. General traffic enforcement pursuant to state and local traffic ordinances.
- b. General enforcement of the Colorado Criminal Code.
- c. Business checks after hours.
- d. Professional investigation of non-traffic criminal offenses.
- e. Both in-house forensic support and use of Colorado Bureau of Investigation Lab, when required.
- f. Appearances before Minturn Municipal Court for all violations cited into such Court as needed to prosecute each violation.
- g. Maintenance and handling of all evidence related to criminal activity.
- h. Any other services upon request that are within the Sheriff's current capabilities and budget limitations.
- i. Canine services.
- j. Special tactical services.

5. The Eagle County Sheriff will respond to all calls for service within the Town of Minturn and provide committed patrol service several times per work period, as defined by the Minturn Police Department.

6. The Sheriff's Office shall provide to the Town a quarterly report detailing law enforcement and public service activities provided under this agreement. Said report shall, at a minimum, detail number and type of criminal complaints, hours and specified time periods of patrol service, investigative service, and recommendations as to beneficial alteration of services.

7. All citations written for violation of any Colorado State Statute or law shall command the alleged violator to appear before the Eagle County Court. The Sheriff shall not enforce any municipal code provisions which are not of the same type typically enforced by the Sheriff in the County unless agreed upon.

8. The County shall furnish and supply all necessary labor, equipment, and all supplies necessary to maintain the level of service to be rendered herein, except as provided herein. The Town will provide, at no cost to the County, access to Town Hall facilities for administrative use, such as interviews and completion of paperwork when required.

9. The Sheriff shall have full cooperation from the Town, its officers, agents and employees so as to facilitate the performance of this agreement.

10. All persons employed in the performance of general law enforcement services and functions pursuant to this agreement for said Town shall be employees of the Sheriff and not of the Town.

11. The Town shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for said Town, or any liability other than that provided for in this agreement. Except as herein otherwise specified, the Town shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

12. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said Town or of any officer or employee thereof.

13. To the extent allowed by law, the County agrees to indemnify, defend and hold harmless the Town, its respective agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of actions whatsoever arising out of the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this agreement. Likewise, the Town agrees to indemnify, defend and hold harmless the County, its respective agents, officers, servants, and employees of and from any and all costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of the Town's intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants and employees, relating to this agreement.

14. Each party to this agreement shall provide its own public liability and property damage insurance coverage as it may deem necessary for any potential liability arising from this agreement.

15. The Town will present a written request for coverage at least 10 days ahead of the times they need covered. The request shall include date, duration and times of requested coverage. The County will submit a quarterly invoice to the Town for payment for \$58.00 per hour of coverage.

If coverage is requested on a holiday the rate of pay will be \$87.00 per hour. Holiday schedule is attached.

The County will charge only for requested service, not for covering Minturn officers following up cases with Minturn citizens, and the like. Payments should be sent to the Eagle County Sheriffs Office, Attn: Joseph Hoy, P.O. Box 359, Eagle Colorado 81631.

16. As of January 1 of each calendar year during the life of this Agreement, the County may adjust the cost calculation in accordance with changes in the cost of providing general law enforcement services. The County shall submit a replacement cost calculation (Attachment A) to the Town not later than thirty (30) days before the effective date of such a change. The foregoing does not preclude the County and Town from agreeing to any other cost adjustments.

17. Financial obligations of the Town and the County, respectively, payable after the current fiscal year are contingent upon funds for the purposes set forth in this agreement being appropriated, budgeted and otherwise made available.

18. Unless sooner terminated as provided for herein, this agreement shall be effective upon execution by the parties and shall terminate December 31, 2010. Notwithstanding the foregoing provision, either party, with or without cause, may terminate this agreement upon the giving of ninety (90) days prior written notice of such termination to the other respective party. Notice shall be deemed to have been given upon the mailing of said notice by United States Certified, first-class mail, postage prepaid, and addressed to the parties at their respective addresses as shall appear herein or upon a change of address pursuant to this notice provision. It is the intent of the respective parties hereto that this agreement shall be renewed for additional one (1) year periods following the end of the initial period, and unless one of the parties gives notice to the other party at least ninety (90) days prior to the end of the initial period, or then current additional period, that such party desires to terminate this agreement or to re-negotiate the terms, this agreement shall be automatically extended for additional periods of twelve (12) months, not to exceed a total of four such extensions. After the initial period, this agreement shall run from January 1st to December 31st of each respective year.

Notwithstanding the foregoing, neither party has any obligation under this agreement after December 31, 2011, except to the extent accepted by appropriation therefore in accordance with Colorado local government budgeting laws.

19. No modification or waiver of this agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

20. This written agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than that contained herein.

21. This agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

22. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

23. The Town has represented to the County and, likewise, the County has represented to the Town, that it possesses the legal ability to enter into this agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this agreement, this agreement shall be considered null and void as of the date of such Court determination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST:

  
Clerk to the Board of County Commissioners  
BY: ~~\_\_\_\_\_~~ IDLWNT

By: Sara J. Fisher  
~~Peter F. Runyon~~ SARAH J. FISHER  
Chairman

TOWN OF MINTURN STATE OF COLORADO By and Through its TOWN COUNCIL

ATTEST:

  
Clerk to the Town Council

By: Hawkeye Flaherty  
Hawkeye Flaherty, Mayor

APPROVED:

By: Joseph Hoy  
Joseph Hoy, Eagle County Sheriff

APPROVED:

By: Lorenzo Martinez  
Lorenzo Martinez, Minturn Chief of Police

## COUNTY HOLIDAYS 2010

Monday, January 18, 2010	Martin Luther King Jr. Day
Monday, February 15, 2010	Presidents Day
Monday, May 31, 2010	Memorial Day
Monday, July 5, 2010	Independence Day
Monday, September 6, 2010	Labor Day
Monday, October 11, 2010	Columbus Day
Thursday, November 11, 2010	Veterans Day
Thursday & Friday, November 25 & 26, 2010	Thanksgiving Holiday
Friday, December 24, 2010	Christmas Holiday
Friday, December 31, 2010	New Year's Day

Joseph D. Hoy, Sheriff  
Jeff Layman, Undersheriff

April 15, 2010

REC'D APR 16 2010

Mr. Jay Brunvend  
Town Clerk/Treasurer  
Town of Minturn  
PO Box 309  
Minturn, CO 81645

Dear Mr. Brunvend:

Per your note, we are sending you one copy of the fully executed Intergovernmental Agreement between Eagle County and the Town of Minturn.

If you need anything else in reference to this, please don't hesitate to contact me.

Sincerely,



Carleen Heckendorf  
Sheriff's Assistant/Accounting



# ORDINANCE 1 - 2010

## TOWN OF MINTURN ORDINANCE CHECKLIST

### FIRST READING

3/10/3 The ordinance shall be introduced and read by title at any regular or special meeting. Copies shall be available to the public.

3/13 If the ordinance is approved on first reading, Mayor and Clerk must sign ordinance after first reading. It shall be published in full in a newspaper of general circulation within the Town. The minutes shall reflect number of votes for and against each ordinance.

\_\_\_\_\_ If the ordinance is tabled, it shall be reconsidered at subsequent meetings until it is approved with or without amendment or rejected by vote of the Council.

3/17/10 The Council shall set a day, hour and place at which the Council shall hold a public hearing on the ordinance, and notice of such day, hour and place shall be included in the first publication.

### SECOND READING

3/17 The ordinance shall be introduced a second time at the meeting at which the public hearing on the ordinance is held. The ordinance may be read by title only on second reading. The ordinance may be amended before final approval or rejection by vote of the Council. The text of any such amendment or amendments shall be read in full.

4/21 *By Title only* If the ordinance is substantially amended it shall be published in full after final passage. If not amended in substance, it may be published either by title or in full, as the Council may determine, after final passage.

3/17 The minutes shall reflect the number of votes for and against the ordinance.

\_\_\_\_\_ A true copy of every ordinance shall be numbered and recorded in the official records of the Town. Its adoption and publication shall be authenticated by the signatures of the Mayor or Mayor Pro Tem and the Town Clerk and by the certificate of publication. Proof of publication for both readings shall be attached to the ordinance.

\_\_\_\_\_ The effective date of ordinances is seven (7) days after publication following final passage unless a later date is prescribed in the ordinance.

Fri, Mar 12, 2010

08:18:13

4769129

Ad Ticket #5

Acct: 1003134  
Phone: (303)827-5645  
E-Mail:  
Client:  
Caller: Michelle Metteer  
Receipt

Name: Town of Minturn  
Address: 302 Pine

City: Minturn  
State: CO

Zip: 81645

Ad Name: 4769129A  
Editions: 8VD/8VDI/  
Start: 03/13/10  
Color:  
Copyline: 4769129 Ordinance No. 1-2010

Original Id: 0  
Class: 0990  
Stop: 03/13/10  
Issue 1  
Rep: Pam Schultz

Lines:	97
Depth:	8.02
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
Total	92.15
Payment	0.00

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 1 - SERIES 2010  
AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE TOWN OF MINTURN TO SIGN AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
EAGLE COUNTY, COLORADO AND TOWN OF  
MINTURN FOR COOPERATIVE LAW EN-  
FORCEMENT

WHEREAS, the Town of Minturn has entered in  
negotiations with Eagle County for a cooperative  
law enforcement agreement between the Eagle  
County Sheriff's Office and the Town of Minturn;

WHEREAS, in accordance with Eagle County's  
Eagle County Sheriff's Office and the Town of  
Minturn for the purpose of the agreement and  
located within the Town of Minturn when there is no  
Minturn police available;

WHEREAS, the terms and conditions of the Town of  
Minturn, Colorado, the Minturn Municipal Code and  
C.R.S. § 31-6-101, as amended, authorize the  
Mayor to execute this ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE  
TOWN BOARD OF THE TOWN OF MINTURN,  
COLORADO:

SECTION 1. The Mayor is authorized to sign on  
behalf of the Town of Minturn, Colorado, the  
intergovernmental agreement between the  
Eagle County Sheriff's Office and the Town of  
Minturn, Colorado, and such other documents  
as may be necessary in connection with Eagle County,  
Colorado.

SECTION 2. This Ordinance shall not be a valid  
and enforceable contract until it is approved  
by the voters of the Town of Minturn.

SECTION 3. If any part, section, subsection, sen-  
tence, clause or phrase of this ordinance is for  
any reason held to be invalid, such decision shall not  
invalidate the remaining portions of this  
ordinance; and the Town Council hereby declares it  
its intent that this ordinance, and each part,  
section, subsection, sentence, clause or phrase  
hereof, is severable and that any part or parts  
hereof, sections, subsections, sentences, clauses or  
phrases be declared invalid.

SECTION 4. The Town Council hereby certifies, de-  
termines and declares that this Ordinance is nec-  
essary and proper for the health, safety and gen-  
eral welfare of the Town of Minturn and the inhabitants  
thereof.

SECTION 5. The cost of the typical and unex-  
pectedly of any provision of the Ordinance shall be  
borne by the Town of Minturn. Any claim for costs  
incurred shall be paid by the Town of Minturn. Any  
claim for costs incurred shall be paid by the Town of  
Minturn. Any claim for costs incurred shall be paid  
by the Town of Minturn. Any claim for costs in-  
curred shall be paid by the Town of Minturn. Any  
claim for costs incurred shall be paid by the Town  
of Minturn. Any claim for costs incurred shall be  
paid by the Town of Minturn.

INTRODUCED, READ BY TITLE, APPROVED ON  
THE FIRST READING, APPROVED AND OR-  
DERED PUBLISHED IN FULL THE 24 DAY OF  
MARCH, 2010. A TRUE AND CORRECT COPY  
shall be filed in the regular records of the Town  
Council of the Town of Minturn, Colorado on the  
27th day of March, 2010, at 7:34 in the Minturn  
Town Center 200 Pine Street, in the Town of Min-  
turn, Colorado.

Attest:  
Town Clerk

INTRODUCED, READ BY TITLE, PASSED ON  
SECOND READING, APPROVED AND OR-  
DERED PUBLISHED IN FULL THE 17th DAY OF  
MARCH, 2010.

Attest:  
Town Clerk

Published in the Mail Daily March 12, 2010.  
(719129)

Ad shown is not actual print size

Mon, Apr 26, 2010

10:45:19

4950244

Ad Ticket #5

**Acct:** 1003134  
**Phone:** (303)827-5645  
**E-Mail:**  
**Client:**  
**Caller:** Michelle Metteer  
**Receipt**

**Name:** Town of Minturn  
**Address:** 302 Pine

**City:** Minturn  
**State:** CO  
**Zip:** 81645

**Ad Name:** 4950244A

**Original Id:** 0

**Editions:** 8VD/8VDI/

**Class:** 0990

**Start:** 04/29/10

**Stop:** 04/29/10

**Color:**

**Issue** 1

**Copyline:** 4950244 Ordinance No. 1-2010

**Rep:** Pam Schultz

Lines:	17
Depth:	1.43
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
<b>Total</b>	<b>5.43</b>
Payment	0.00

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 1 - SERIES 2010**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTER-GOVERNMENTAL AGREEMENT BETWEEN EAGLE COUNTY, COLORADO AND TOWN OF MINTURN FOR COOPERATIVE LAW ENFORCEMENT

INTRODUCED, READ BY TITLE, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED BY TITLE ONLY THIS 17th DAY OF MARCH, 2010.

Published in the Vail Daily April 29, 2010.  
(4950244)

Ad shown is not actual print size