

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 4 – SERIES 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY SHERIFF'S OFFICE AND THE TOWN OF MINTURN CONTRACTING FOR COOPERATIVE LAW ENFORCEMENT SERVICES IN THE TOWN OF MINTURN, COLORADO.

WHEREAS, the Town of Minturn and the County desire to enter into, and be bound by, an Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of August 1, 2014 whereby the Town contracts with the County for provision of law enforcement services; and

WHEREAS, the Town and County now desire to enter into this agreement and to the terms and conditions associated with the performance of law enforcement protection services within the Town as provided by the County through the Sheriff.

WHEREAS, such intergovernmental agreements are authorized and provided for under Section 29-1-201, *et seq.*, C.R.S.

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

SECTION 1. The Mayor is authorized to sign an agreement, and such other documents as are reasonably necessary, with the Eagle County Government to enter into an agreement to provide Cooperative Law Enforcement Services in the Town of Minturn, 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.

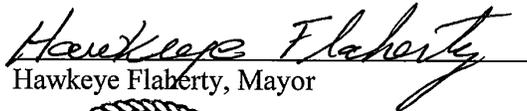
SECTION 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

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 which 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 AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 2<sup>ND</sup> DAY OF JULY, 2014. 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 16<sup>TH</sup> DAY OF JULY, 2014 AT 6:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

  
Hawkeye Flaherty, Mayor

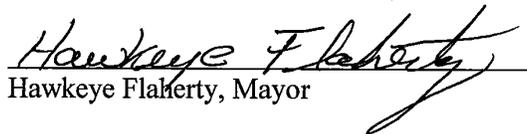
ATTEST:

By:   
Jay Brunvand, Town Clerk



THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 16<sup>TH</sup> DAY OF JULY, 2014.

TOWN OF MINTURN, COLORADO

  
Hawkeye Flaherty, Mayor

ATTEST:

By:   
Jay Brunvand, Town Clerk



**INTERGOVERNMENTAL AGREEMENT  
FOR COOPERATIVE LAW ENFORCEMENT SERVICES**

This INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES (the "Agreement"), is made and entered effective the 1st day of August, 2014, between the Town of Minturn, Colorado, a municipal corporation, by and through its Town Council (the "Town"); and the County of Eagle, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the "County"). The Eagle County Sheriff's Office (the "Sheriff") will administer this Agreement on behalf of the County and perform the obligations of the County described herein.

**WITNESSETH:**

**WHEREAS**, the Town and the County desire to enter into, and be bound by, an Intergovernmental Agreement for Cooperative Law Enforcement Services dated as of August 1, 2014 whereby the Town contracts with the County for provision of law enforcement services; and

**WHEREAS**, the Town and County now desire to enter into this agreement and to the terms and conditions associated with the performance of law enforcement protection services within the Town as provided by the County through the Sheriff.

**WHEREAS**, such intergovernmental agreements are authorized and provided for under Section 29-1-201, *et seq.*, C.R.S.

**NOW, THEREFORE**, it is agreed as follows:

**I. Purpose of the Agreement**

This Agreement is made between the Town and County to provide for law enforcement protection services as described herein.

**II. Services to be Provided**

The County shall provide the following law enforcement protection services within the corporate boundaries of the Town (hereinafter "Services"). Except as otherwise specifically set forth, the services shall be those duties and functions coming within the jurisdiction of the County pursuant to Colorado law. The standards of peace officer performances, the discipline of deputies and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain in and under the sole control of the County.

- A. Except as otherwise specifically set forth, the Services shall be the same level of services which are provided for unincorporated areas of similar population density in Eagle County. Said Services shall include, but not limited to, the following:
1. From August 1, 2014 through December 31, 2018, the County will provide 300 hours of patrol services per month within the corporate limits of Town. These hours will include court time, up to 32 hours of training per month, and up to 96 benefit hours per month.
  2. On-call response to complaints and services from the Town or the public. On-call availability shall consist of all daily hours not covered by routine or random patrol and responses to request will be authorized by the on-duty supervisor.
  3. The actual time periods during each day spent in providing patrol services shall be dependent upon several factors including, but not limited to, the day of the week, the time of the month, school day versus non-school day, needs of the community, holiday, etc. The normal scheduled hours shall be between 0600 hours and 0300 hours. These times will not include travel time to and from Eagle or briefing time. The County is allowed to use flexible scheduling to prevent the development of patrol hour patterns. Extra hours worked in any month will be applied to any month where the number of hours worked does not total the contracted requirement.
  4. Patrol services shall include, but not limited to, the following: general traffic enforcement, business checks by foot patrol or vehicle, vacation checks of private residences (as requested), development and maintenance of crime prevention programs for commercial and residential use, special events (Minturn Farmer's Market, Fourth of July, etc.), investigation of traffic accidents (excluding Hwy 24 which will be covered by the Colorado State Patrol), investigation of criminal offenses (including the use of criminal investigators and forensic laboratory capabilities), narcotics investigations and VIN checks.
  5. Patrol services shall also include the enforcement of Colorado state statutes and county and municipal ordinances which are of the same type and nature as Colorado laws enforced by the County within unincorporated Eagle County. The County shall enforce Title 8 (Vehicles and Traffic) and Title 10 (General Offenses) of the Town's Municipal Code. The County will not handle any non-hazardous animal calls under this Agreement. The County shall not act as a Code Enforcement Officer for the Town.

6. The County acknowledges that personnel assigned to the Town have been notified of their duty to cooperate with state and federal officials with regards to enforcement of state and federal laws regarding immigration and their duties to comply with the provisions of C.R.S. § 29-29-103(2).

### III. Municipal and County Court

- A. It is agreed the Sheriff's deputies making arrests or issuing summons to violators for appearance in court shall appear at the appointed time and date to give all evidence and testimony required by the court. Sheriff's deputies failing to comply with this requirement may be subject to disciplinary action by the County. The County shall notify the Town if any disciplinary action is taken by the County in the enforcement of this provision in the monthly report submitted pursuant to Section VI(A).
- B. It is agreed that deputies assigned to the Town will not act as court recorders and are not held responsible for scheduling or monitoring of community service sentenced by the court.
- C. It is agreed that deputies working in the town limits of Minturn, and only when issuing traffic citations, will cite such violations into Minturn Municipal Court (as opposed to state tickets). Deputies will maintain discretion on issuing municipal or state citations for other offenses.

### IV. Personnel and Equipment

- A. It is agreed that the County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain services to be rendered.
- B. The Town will provide access to the Town Hall and/or other Town owned facilities and equipment for administrative use by the County in conjunction with this Agreement.

### V. Liability of the Parties

- A. Nothing in this Agreement shall constitute a waiver of any of the rights, remedies or obligations of the Colorado Governmental Immunities Act or other Colorado law.
- B. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of the County on special assignment to the Town for the purposes of this Agreement, and shall not be considered employees of Town. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from Town. The Town shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services

hereunder for the 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 providing services to the Town under this Agreement, for such employee's injury or sickness, whether or not such injury or sickness arises out of services provided to the Town. The County shall to the extent of County insurance cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for the County employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under § 24-10-107, *et seq.*, C.R.S.

#### VI. Monthly Reports Provided to the Town

- A. It is agreed that the Sheriff or designee shall provide a monthly written report to the Town Manager detailing law enforcement and public services activities provided under this Agreement. Said report shall be submitted to the Town prior to the 15th of the following month. The contents of the report, or portions thereof, shall be released to the public only upon the written authorization of the Sheriff or when mandated to be released through any court order or provision of the Colorado Open Records Act. The report may also include suggestions and/or accommodation by the Sheriff's office by way of joint efforts between the Town and the County for pro-active community policing programs where applicable.
- B. Prior to the first of each month, the Sheriff will provide to the Town, through the Town Manager, a schedule of the days and times to be worked in the month. This schedule may be modified during the month to conform to the needs of the community as expressed by the Town. The schedule is confidential and will not be released without the written authorization of the Sheriff.

#### VII. Payments for Services Delivered

- A. The Town hereby agrees to pay the County an amount, not to exceed \$315,000, for the Services per year. The amount paid for 2014 will be prorated for the months Services are provided. (Note: The Town has already paid Vail Dispatch \$30,805 for calendar year 2014 dispatch services that is not included in this amount). Beginning in calendar year 2015 and each year thereafter, an estimated \$25,000 dispatch fee will be added to the contract amount paid by the Town. Beginning in 2016 and each year thereafter, the contract amount will increase by the lesser of five percent (5%) or the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder area. The Town will make equal payments quarterly to the Sheriff's office. Payments are due on the 15<sup>th</sup> of the month in March, June, September, and December.

- B. The Town may deduct from its final monthly payment the sum of \$50.00 for each hour the Services were less than the amounts set forth in Section II (A)(1) cumulatively throughout the year. Extra hours worked in any month will be applied to any month where the number of hours worked does not total contract requirements.
- C. County also agrees that all vehicles used by Minturn deputies are to be marked as "Eagle County Sheriff's Office." The vehicles and equipment will remain the property of Eagle County Government at all times.

#### VIII. Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provides the other party at least one hundred eighty days (180) written notice of its intention to terminate. The Town shall be liable for payment in full to the County for its Services to the date of the termination of the Agreement.

#### IX. Liaison Between the Parties

- A. It is agreed that the Sheriff shall have full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.
- B. It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, each party shall appoint a liaison through which written and oral communication between the parties shall be directed. The Town's liaison shall be the Town Manager. The Sheriff will appoint the Undersheriff as the liaison to the Town. It is agreed that the Town shall have full cooperation of the Sheriff and his representatives in response to pre-existing complaints and/or problems and they shall promptly take steps to resolve the situation in a manner mutually agreeable to the Town and the County, understanding that the Sheriff is the final authority on such issues.
- C. The Sheriff will review this Agreement annually to insure that all elements of the Agreement are being met, and will meet with a representative of the Town to review and discuss the performance of the Agreement.

#### X. Renewal and Modification of the Agreement

- A. This Agreement may be renewed in writing signed by the parties. Renegotiation of the terms, payments, and services provided will be included in any renewal agreement.
- B. Any changes to this Agreement shall be made only by written amendment signed by the parties.

#### XI. Term of Agreement

This Agreement shall be effective upon the first day of August, 2014 through the thirty-first day of December, 2018. Notwithstanding the foregoing and any other provisions of this Agreement, the terms and obligations of this Agreement are subject to annual appropriations by the parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

#### XII. Entire Agreement

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.

#### XIII. Assignment

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.

#### XIV. Severability

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.

#### XV. Authority

The Town represents to the County and, likewise, the County represents 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 do 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 Town of Minturn, by and through its Town Council, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Eagle, by and through its Board of County Commissioners, caused this Agreement to be signed by its Chairman, attested by its Clerk, and approved by its Sheriff, all on the day and year first above written.

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COUNTY OF EAGLE, STATE OF COLORADO,  
by and through its BOARD OF COUNTY  
COMMISSIONERS

By: [Signature]  
William H. Ryan, Chairman

Attest:

By: [Signature]  
Teak J. Simonton, Clerk to the Board  
W. [Signature] Deputy



TOWN OF MINTURN, STATE OF COLORADO  
by and through its TOWN COUNCIL

By: [Signature]  
Gordon "Hawkeye" Flaherty, Mayor

Attest:

By: [Signature]  
Clerk to the Town Council



APPROVED:

By: [Signature]  
Joseph D. Hoy, Eagle County Sheriff

Thu, Jul 03, 2014  
10350535

15:23:02

Ad Ticket #5

**Acct:** 1032852  
**Phone:** (970)827-5645  
**E-Mail:** MANAGER@MINTURN.OR  
**Client:**  
**Caller:** Jay Brunvand

**Name:** Town of Minturn  
**Address:** P.O. Box 309

**City:** MINTURN  
**State:** CO

**Zip:** 81645

**Receipt**

**Ad Name:** 10350535A

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

**Start:** 07/08/14

**Color:**

**Copline:** vd Ordinance No 4-2012

**Original Id:** 0

**Class:** 0990

**Stop:** 07/08/14

**Issue** 1

**Rep:** Pam Schultz

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 4 - SERIES 2014

Lines:	32
Depth:	2.68
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
<b>Total</b>	<b>15.36</b>
Payment	0.00

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTER-GOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY SHERIFF'S OFFICE AND THE TOWN OF MINTURN CONTRACTING FOR COOPERATIVE LAW ENFORCEMENT SERVICES IN THE TOWN OF MINTURN, COLORADO

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 2ND DAY OF JULY, 2014. 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 10TH DAY OF JULY, 2014 AT 6:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO  
Hawkeye Flaherty, Mayor

ATTEST:  
By: Jay Brunvand, Town Clerk

Published in the Vail Daily July 8, 2014.  
(10350535)

Ad shown is not actual print size

Thu, Jul 17, 2014  
10386287

12:46:21

Ad Ticket #5

**Acct:** 1032852  
**Phone:** (970)827-5645  
**E-Mail:** MANAGER@MINTURN.OR  
**Client:**  
**Caller:** Jay Brunvand

**Name:** Town of Minturn  
**Address:** P.O. Box 309

**City:** MINTURN  
**State:** CO

**Zip:** 81645

**Receipt**

**Ad Name:** 10386287A

**Original Id:** 10350535

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

**Class:** 0990

**Start:** 07/18/14

**Stop:** 07/18/14

**Color:**

**Issue 1**

**Copyline:** vd Ordinance No 4-2014

**Rep:** Lisa Parmelee

TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 04 - SERIES 2014

Lines:	32
Depth:	2.68
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
<b>Total</b>	<b>15.36</b>
Payment	0.00

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTER-GOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY SHERIFF'S OFFICE AND THE TOWN OF MINTURN CONTRACTING FOR COOPERATIVE LAW ENFORCEMENT SERVICES IN THE TOWN OF MINTURN, COLORADO

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 16TH DAY OF JULY, 2014.

TOWN OF MINTURN, COLORADO

Hawkeye Flaherty, Mayor

ATTEST:

By:  
Jay Brunvand, Town Clerk

Published in the Vail Daily July 18, 2014  
(10386287)

Ad shown is not actual print size