

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 05 – SERIES 2018**


**A RESOLUTION AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO SIGN THE FIRST AMENDMENT
TO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN EAGLE COUNTY, COLORADO AND THE
TOWN OF MINTURN FOR COOPERATIVE LAW
ENFORCEMENT SERVICES**

WHEREAS, the Town of Minturn agrees to and desires to sign the First Amendment to an Intergovernmental agreement with the Eagle County Sheriff's Office as set forth

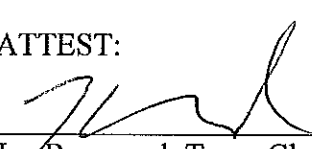
**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS
AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL
NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7th
day of January, 2018.

TOWN OF MINTURN

By: 
Mathew Seherr, Mayor

ATTEST:


Jay Brunvand, Town Clerk



FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
EAGLE COUNTY, COLORADO
AND THE TOWN OF MINTURN
FOR COOPERATIVE LAW ENFORCEMENT SERVICES

THIS FIRST AMENDMENT ("First Amendment") is effective as of 02/20/2018 by and between the Town of Minturn, Colorado, a municipal corporation, by and through its Town Council (the "Town") and Eagle County, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the "County").

RECITALS

WHEREAS, County and the Town entered into an Intergovernmental Agreement dated the 1st day of August, 2014, for Cooperative Law Enforcement Services (the "IGA"); and

WHEREAS, County and Town desire by this First Amendment to revise certain terms of the IGA.

FIRST AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the parties agree as follows:

1. Article V of the IGA shall be amended by the addition of the following:
 - C. The County and the Town shall each provide its own general liability and public officials' errors and omissions insurance coverage for claims arising from this Agreement. Further, the County and the Town, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Except for acts or omissions that are willful and wanton or which constitute gross negligence by the County, its agents, officers, or employees, the parties agree that a claim arising out of the County's enforcement of the Town's ordinance in accordance with the terms of this Agreement shall constitute an operation of the Town for purposes of the County's additional insured status under the Town's insurance. A certificate of insurance consistent with the foregoing requirement is attached hereto as Exhibit A. This provision shall survive expiration or termination of this Agreement.
2. Capitalized terms in this First Amendment will have the same meaning as in the IGA. To the extent that the terms and provisions of the First Amendment conflict with, modify or supplement portions of the IGA, the terms and provisions contained in this First Amendment shall govern and control the rights and obligations of the parties.

3. Except as expressly altered, modified and changed in this First Amendment, all terms and provisions of the IGA shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.
4. This First Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the IGA the day and year first above written.

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

By: _____
Jillian H. Ryan, Chair

Attest:

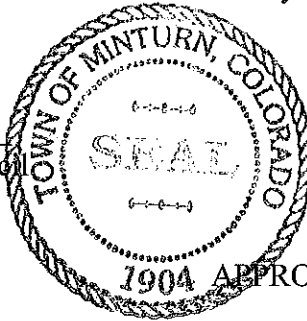
By: _____
Regina O'Brien
Clerk to the Board

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

By: _____
Matt Scherr, Mayor

Attest:

By: _____
Clerk to Town Council




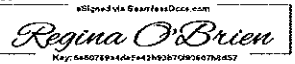
By: _____
James Van Beek, Eagle County Sheriff

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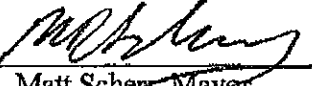
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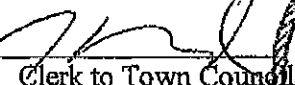
COUNTY OF EAGLE, STATE OF COLORADO,
by and through its BOARD OF COUNTY
COMMISSIONERS

By: 
Kathy Chandler-Henry, Chair

Attest:
By: 
Regina O'Brien
Clerk to the Board

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

By: 
Matt Scherr, Mayor

Attest:
By: 
Clerk to Town Council



By: 
James Van Beek, Eagle County Sheriff



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way, Suite 700 Centennial CO 80111	CONTACT NAME: Anita Bruner PHONE (A/C, No, Ext): 303-889-2574 E-MAIL ADDRESS: anita_bruner@ajg.com	FAX (A/C, No): 303-889-2575
	INSURER(S) AFFORDING COVERAGE	
INSURED Eagle County P.O. Box 850 Eagle, CO 81631	INSURER A : Colorado Counties Casualty & Property Pool	
	INSURER B : Arch Insurance Company	
	INSURER C : Pennsylvania Manufacturers Assoc Ins Co	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 617383808 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PER PARTICIPATION CERT	1/1/2018	1/1/2019	EACH OCCURRENCE \$250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$250,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$250,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PER PARTICIPATION CERT	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$250,000	Y		82180000951483	1/1/2018	1/1/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCX005783203	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Public Officials E & O			PER PARTICIPATION CERT	1/1/2018	1/1/2019	Each Wrongful Act \$ 250,000 Each Wrongful Act \$ 10,000,000 Aggregate \$10,000,000
C	Public Officials E & O			8218000951483	1/1/2018	1/1/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

WC SIR \$875,000

Town of Minturn, its officers, employees and agents are an Additional Insured as respects general liability and excess liability policies, pursuant to and subject to the policies' terms, definitions, conditions and exclusions. The insurance provided in the General Liability and Excess Liability policies is primary and any other insurance shall be excess only, and not contributing.

RE: First amendment to Intergovernmental Agreement between Eagle County, Colorado and the Town of Minturn, for cooperative Law Enforcement services.

CERTIFICATE HOLDER**CANCELLATION**

Town of Minturn
 PO Box 309
 Minturn CO 81645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Graham

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/28/2018

PRODUCER LIC #N/A 1-303-757-5475
CIRSA
3665 Cherry Creek North Drive
Denver, CO 80209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Town of Minturn
PO Box 309
Minturn, CO 81645

INSURERS AFFORDING COVERAGE	
INSURER A:	CIRSA
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	LIAB 01-2018	01/01/18	01/01/19	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 10,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 0
	<input checked="" type="checkbox"/> \$10m POL E&O Aggregate				PERSONAL & ADV INJURY	\$ 10,000,000
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$ 10,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	LIAB 01-2018	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					\$
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is Additional Insured on Liability Policies if required by contract.
As respects to the Law Enforcement Services Agreement between the Town of Minturn and Eagle County Sheriff's Office.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
Eagle County, its officers, employees, and agents 850 Broadway Eagle, CO 81620 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Neil Padbury</i>