

A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH ARAPAHOE COUNTY FOR DISPATCH SERVICES IN 2023

WHEREAS, C.R.S. Section 30-11-410, as amended, authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. Section 29-1-203 further authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for receiving services; and

WHEREAS, Arapahoe County ("the County") has provided public safety communications dispatch services ("Dispatch Services") through the Arapahoe County Sheriff's Office to the City for decades and has done so by intergovernmental agreement since 2010; and

WHEREAS, the City and the County, as Colorado governmental entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City has requested that the County continue to provide Dispatch Services to the City for 2023; and

WHEREAS, the City and the County agree that such intergovernmental cooperation creates efficiencies in operation, resources and cost, and thus furthers the public health, safety and welfare of the residents of the City and County; and

WHEREAS, the City and County desire to enter into the attached Agreement for Dispatch Services ("Agreement") in accordance with the terms and conditions set forth therein.

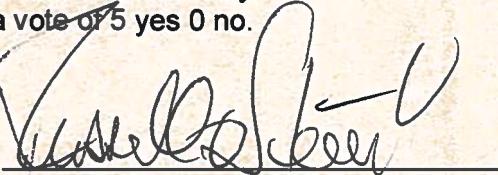
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby approves the attached Agreement for Dispatch Services between the City of Cherry Hills Village and the Board of County Commissioners of the County of Arapahoe in the not to exceed amount of One Hundred Twenty-Six Thousand, Eight Hundred Ninety Four Dollars and Four Cents (\$126,894.04), and authorizes the Mayor to execute said Agreement.

Section 2. This Resolution shall be effective immediately.

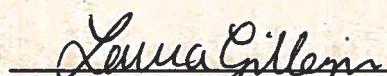
Introduced, passed and adopted at the regular meeting of City Council this 15th day of November, 2022, by a vote of 5 yes 0 no.

(SEAL)

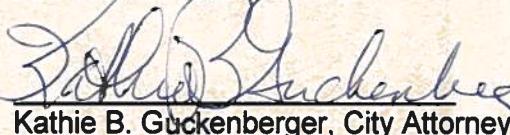


Russell O. Stewart, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie B. Guckenberger, City Attorney

**ATTACHMENT TO RESOLUTION 28, SERIES 2022:
INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY
FOR DISPATCH SERVICES IN 2023**

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF CHERRY HILLS VILLAGE, a municipal corporation of the State of Colorado, hereinafter referred to as "City," and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, hereinafter referred to as "County," on behalf of the Arapahoe County Sheriff.

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purpose of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, Section 29-1-203, C.R.S. authorizes the City and County to enter into agreements for the provision of services within each other's jurisdiction; and

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the City, deems it advisable to enter into this Agreement for Dispatch Services ("Agreement"); and

WHEREAS, the County has decided to execute any future agreements on a fiscal year basis.

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. The Arapahoe County Sheriff's Office ("Sheriff") shall provide Dispatch Services within the boundaries of the City.
2. The Dispatch Services to be provided by the Sheriff within the boundaries of the City shall be similar to the Dispatch Services provided in other unincorporated and incorporated areas of the County of Arapahoe. For purposes of this Agreement, Dispatch Services shall mean receiving calls for service and dispatching them to appropriate Cherry Hills Village law enforcement personnel, and entering information into the Colorado Crime Information Center (CCIC) to include, but not be limited to, missing persons, stolen and recovered automobiles, and vehicle impound information.
3. The term of the Agreement shall commence as of January 1, 2023 and shall end as of December 31, 2023.
4. For the Dispatch Services provided under this Agreement, the City shall pay to the County \$123,528.00, which is the cost for performing Dispatch Services for the City for the term of this Agreement. Payment of said \$123,528.00 shall be made to the County upon execution of this Agreement by the City.

5. In addition to the amount paid above for performing dispatch services, the City agrees to reimburse the County for annual maintenance costs paid in 2023 by the County to Tri-Tech Software Systems for 11 mobile licenses used by the City at an amount not to exceed \$3,366.04. The cost of maintenance will increase by 3% each subsequent year per the maintenance agreement with Tri-Tech Software Systems. Payment of said costs shall be made by the City upon receipt of an invoice provided by the County.
6. The Dispatch Services provided pursuant to this Agreement shall be performed by the communications personnel of the Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed. The Sheriff shall be considered the "custodian of record" regarding any audio recording of radio or telephone conversations that is recorded by the County that pertains to the City within the City's jurisdiction. The Sheriff shall provide an electronic copy of audio recordings of any radio or telephone conversations pertaining to the City, within 21 business days of any City written request, at no additional cost to the City, and shall notify the City within three (3) business days of any open records request it receives regarding audio recordings pertaining to the City.
7. The City authorizes the Sheriff to establish, implement, and apply, in his sole discretion, a communication access policy pursuant to C.R.S. § 24-6-502 that shall govern access for the media to radio communications encompassed in the Dispatch Services. The City authorizes the Sheriff to provide login access for its main dispatch channel, unencrypted, to media outlets in accordance with the Sheriff's communication access policy.
8. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between the City and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and the City, such relationship confers on the County and its employees the authority to act on the City's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. 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, withholding of taxes, payment of benefits, worker's compensation, or

any other rights or privileges accorded County or City employees by virtue of their employment.

9. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
10. The County does not intend by the Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and City do not intend that there be any third-party beneficiary to this Agreement.
11. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
12. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
13. The City is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement. Sheriff acknowledges that neither it nor its agents or employees are entitled to unemployment insurance benefits or worker's compensation benefits unless Sheriff or some entity other than the City provides such benefits. Sheriff also acknowledges that it is obligated to pay federal and state income tax on any moneys earned or paid pursuant to this Agreement.
14. The City agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Sheriff and his employees will be named as additional insureds under this policy. The City shall provide the County with a Certificate reflecting that coverage.
15. The City further agrees to carry Workers Compensation coverage for the City employees as required by Colorado law.
16. Either party may terminate this Agreement, with or without good cause shown, upon 120 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.

17. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.
18. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

Arapahoe County Office
of the County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

City Clerk
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

Arapahoe County Sheriff
Arapahoe County Sheriff's Office
13101 East Broncos Parkway
Centennial, Colorado 80112

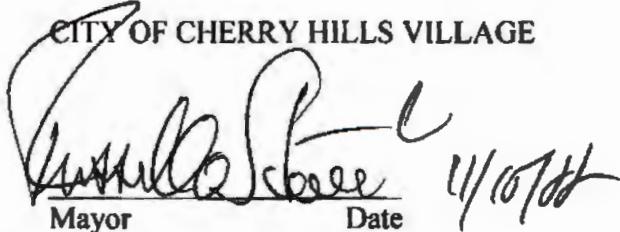
Chief of Police
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113

19. This Agreement may be executed in counterparts.

EXECUTED this 15th day of November, 2022

ATTEST:

Laura Gillein
City Clerk

CITY OF CHERRY HILLS VILLAGE

Phillip B. Scherer
Mayor
Date 11/07/22

Approved as to form:

Tyler B. Guckenberg
City Attorney

ARAPAHOE COUNTY

Tyler S. Brown
Tyler S. Brown, Sheriff
Date 12/20/2022