

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)**, is made by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“the City”) acting by and through the **DENVER POLICE DEPARTMENT (“DPD”)** and **JEFFERSON COUNTY, COLORADO**, (the “County”) through the **JEFFERSON COUNTY SHERIFF’S OFFICE (“JCSO”)**. The City and the County may individually be referred to as a “Party” and collectively as the “Parties”.

### THE PARTIES AGREE AS FOLLOWS:

1. **AUTHORITY:** This Intergovernmental Agreement (“IGA”) is made by and between the Parties in accordance with C.R.S § 29-1-203, *et seq.* Denver has elected to enforce certain Denver ordinances and regulations in the Denver Mountain Parks located within Jefferson County pursuant to discretionary power granted to Denver by C.R.S. § 31-25-216(1). Further, deputy sheriffs of the JCSO possess power and authority as peace officers, pursuant to C.R.S. § 16-2.5-103(1) to enforce all Colorado laws while acting within the scope of their authority and in the performance of their duties.
2. **PURPOSE:** The City desires to obtain JCSO’s patrol and law enforcement services (the “Services”) on park property owned by the City but located within Jefferson County (the “Parks”).
3. **SCOPE OF SERVICES:**
  - a. JCSO shall provide Services in the Parks in accordance with the schedule denoted in **Exhibit A**. Those Parks patrolled on any given shift will be determined by the JCSO Program Coordinator. The JCSO Program Coordinator shall schedule such patrol shifts in such a manner so as to provide maximum deterrent effect to criminal activity, as determined by the JCSO Program Coordinator after consultation with the DPD Program Coordinator.
  - b. The Services will only be performed by on-duty JCSO deputies. The JCSO deputies will provide all law enforcement functions arising from the use of the Parks, except as otherwise provided herein, including, but not limited to, calls for service, enforcement of State law, all criminal investigations, want and warrant checks and transportation of arrestees.
  - c. JCSO shall provide the patrol vehicles and all other equipment and facilities necessary to perform the Services required pursuant to this IGA. The JCSO shall maintain ownership of and control over said vehicles and equipment throughout the Term of this IGA and thereafter.
  - d. To the extent that C.R.S. § 16-3-110, as amended, may be deemed applicable to this IGA, the parties intend that this IGA shall constitute authorization by both the City and JCSO for the JCSO deputies to undertake the law enforcement activities prescribed in such statute within the Parks. The Parties agree that the JCSO Deputies shall enforce Colorado law of statewide application, including but not limited to traffic violations, pursuant to this IGA in their capacity as Jefferson County Deputy Sheriffs, but shall not in that capacity enforce Jefferson County ordinances or regulations within the Parks.
  - e. Parties arrested or detained, for violations of State law, by JCSO Deputies at the Parks shall remain in the custody of the JCSO and shall be taken to the Jefferson County jail or other appropriate detention facility in Jefferson County.

- f. The City's Executive Director of the Department of Safety ("Director") may, in his sole discretion, commission all or some of the JCSO Deputies performing services under this IGA as Denver Special Police Officers pursuant to Section 2.6.3 of the Denver City Charter, at which time the JCSO Deputies shall have the authority to enforce such City ordinances and regulations as the Director shall designate, within the Parks.
- g. Parties arrested or detained by JCSO Deputies for violations of the City's ordinances shall remain in the custody of the JCSO as Denver Special Police Officers and be taken to the Denver Pre-arraignment Detention Facility ("PADF") at 1331 Cherokee Street, Denver, Colorado. Neither the County, the Jefferson County Sheriff, nor any individual JCSO Deputy is entitled to any additional compensation, not already specified and provided for hereunder, for actions taken as Denver Special Police Officers.
- h. If a JCSO Deputy patrolling a Park is required to respond to an emergency call not related to services provided herein, the time spent responding to such emergency calls in excess of one hour per shift shall not be reimbursable under this IGA.
- i. JCSO shall maintain records concerning the nature and extent of the Services provided pursuant to this IGA. The type of records maintained will be determined by the JCSO Program Coordinator based upon current JCSO record keeping procedures and input received from the DPD Program Coordinator. At a minimum, data collected shall include number of calls for service, nature of the calls, number of arrests, and number of non-criminal calls and nature of patrol services rendered.

4. SPECIAL EVENTS/CONCERTS:

- a. Notwithstanding any other provision of this IGA, DPD will assume primary command responsibilities for special events or concerts at Red Rocks Amphitheater or any other Park. DPD will maintain primary command and responsibility until DPD officers have departed the Park at the conclusion of the event/concert. Generally, responsibility will begin two (2) hours prior to the beginning of an event/concert and end one and a half (1.5) hours after the conclusion of the event/concert. The time an event/concert will be covered by DPD will depend on the nature and scale of the event/concert and will be increased when necessary. The supervising DPD officer will inform JCSO Dispatch when DPD has assumed control of the area and prior to relinquishing command.
- b. DPD Program Coordinator shall provide the JCSO Program Coordinator a monthly schedule of events/concerts at the Parks at least two (2) weeks prior to the beginning of the month.
- c. DPD shall address/investigate misdemeanor criminal activity, citizen's request for service, and/or traffic accidents which occur during an event/concert.
- d. JCSO Deputies shall assist with traffic control at accident scenes, which occur during an event/concert, if requested by DPD.
- e. On-duty JCSO Deputies shall address/investigate felony criminal activity which occurs during events/concerts. The JCSO Deputies shall assume responsibility for felony cases

upon receiving written documentation of the probable cause, along with any evidence and/or custody of the suspect(s).

5. **TERM:** This IGA will commence on January 1, 2016 and will expire on December 31, 2018 (the “Term”), unless earlier terminated as provided herein. Any extension of this IGA must be by written amendment between the Parties and is subject to annual appropriation of funds by the City.
6. **PAYMENT:** The City shall reimburse the JCSO for Services provided within the Parks during the Term of this IGA at that rates and schedule set forth in **Exhibit A**. All payments contemplated under this IGA shall be detailed in **Exhibit A**. The City shall not be liable for any late payment penalties or interest other than those contemplated in D.R.M.C. §§ 20-107 to 20-118.
7. **MAXIMUM CONTRACT AMOUNT:**
  - a. Notwithstanding any other provision of this IGA, the City’s maximum payment obligation will not exceed **TWO HUNDRED EIGHT THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$208,100.00)** through December 31, 2016; **FOUR HUNDRED TWENTY ONE THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO CENTS (\$421,619.00)** through December 31, 2017; and **SIX HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$639,778.00)** through December 31, 2018. The City is not obligated to execute an IGA or amendments for any further services, including any services performed by JCSO beyond those specifically described in **Exhibit A**. Any services performed beyond those listed are performed at JCSO’s risk and without authorization under this IGA.
  - b. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this IGA. The City does not by this IGA irrevocably pledge present cash reserves for payment or performance in future fiscal years. This IGA does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. A failure of the Denver City Council to appropriate the necessary funds for a particular fiscal year will terminate this IGA, effective after the last day of the then current fiscal year.
8. **PROGRAM COORDINATOR:** Each Party shall promptly notify the other Party of any changes to the contact information of their respective Program Coordinator.
  - a. The JCSO Program Coordinator is:

JCSO – Patrol Division  
Chief Scott Pocsik  
100 Jefferson County Parkway  
Golden, CO 80204  
303-271-5665
  - b. The DPD Program Coordinator is:

Commander Patrick Phelan  
Special Operations Division  
1331 Cherokee Street, Room 202

Denver, CO 80204  
720-913-6022

9. CONFIDENTIAL INFORMATION/OPEN RECORDS: Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party pertaining to this IGA. This provision shall not be construed to modify any obligations pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*
10. NOTICES: Notices concerning the termination of this IGA, alleged or actual violations of the terms or conditions of this IGA, and other notices that may or should be given to either Party under this IGA will be made to each Party as follows:

For Notice to Denver:

Chief of Police  
Denver Police Department  
1331 Cherokee Street, Room 422  
Denver, Colorado 80204

With Copies to:

City Attorney  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

For Notice to the County:

Jefferson County Sheriff  
200 Jefferson County Parkway  
Golden, CO 80419  
303-271-5665

11. OTHER EMERGENCY SERVICES: This IGA will not supersede or modify any emergency air evacuation services, fire suppression services, search and rescue services, or emergency medical services provided pursuant to separate contracts, IGAs, or agreements of the Parties.
12. EMPLOYMENT RELATIONSHIPS AND LIABILITY: This IGA does not create, supersede or modify any employment relationship of the Parties. Each of the Parties is an independent contractor. The JCSO Deputies providing Services and any other County employee providing support to the Services does not become an officer, employee, agent or servant of the City by reason of this IGA for any reason what so ever. The County shall provide worker's compensation insurance for any deputy providing Services under this IGA. Notwithstanding any other provision of Colorado law, the County shall be liable for the negligence of its deputies or other employees in the provision of

Services to the same extent the County would be liable for such negligence of its deputies and employees in other areas of Jefferson County under Colorado law.

13. LOCAL CONCERN: The Parties agree and acknowledge that the activities contained in this IGA are matters of local concern only, and that the Parties have mutually joined together for the performance of these matters of local concern, and that nothing in this IGA shall be construed as matters of statewide concern.
14. LAW: This IGA is subject to and shall be interpreted under the laws of the State of Colorado, the Denver City Charter, the Denver Revised Municipal Code, and the Ordinances, Executive Orders, and the Rules and Regulations of the City and County of Denver. Venue and jurisdiction shall exclusively be in the Denver District Court.
15. ASSIGNMENT: The Parties shall not assign or otherwise transfer each Party's respective responsibilities and obligations contained in this IGA without the prior written consent of the other Party.
16. EXAMINATION OF RECORDS: Any authorized agent of Denver, including the Denver Auditor or his or her representative, has the right to access and the right to examine pertinent books, documents, papers and records of the County and the JCSO, with the exception of personally identifiable or confidential information whose release is prohibited by applicable law or rule, involving transactions related solely to this IGA, for three (3) years after the final term under this IGA, or any applicable statute of limitations.
17. SEVERABILITY: To the extent that this IGA may be executed and performance of the obligations of the Parties may be accomplished within the intent of this IGA, the terms of this IGA are severable, and should any term be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.
18. TERMINATION: Either Party shall have the right to terminate this IGA by giving the other Party thirty (30) days' notice by mail. No cause is necessary. If notice is so given, this IGA shall terminate on the expiration of the thirty (30) days, and the liability of the Parties for the further performance of the terms and provisions of this IGA shall thereupon cease, however, the Parties shall not be relieved of the duty to perform any obligations which accrue up to the date of termination.
19. INTEGRATION/DRAFTING: This IGA is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the other Party. The Parties acknowledge that each Party's respective legal counsel has had the opportunity to review this IGA and that this IGA shall not be construed against either Party merely because this IGA or any of its provisions have been prepared by a particular Party.

20. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any third person or entity. Any third party receiving services or benefit under this IGA shall be deemed to be incidental beneficiaries only.
21. LIABILITY OF THE PARTIES: The Parties understand and agree each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The provision of services under this IGA is for the benefit of both Parties. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA.
22. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The County consents to the use of electronic signatures by the City. This IGA, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Intergovernmental Agreement on the dates indicated below.

**(SIGNATURE PAGES TO FOLLOW)**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: POLIC-201525679-00

Contractor Name: JEFFERSON COUNTY

By: 

Name: Libby Szabo  
(please print)

Title: Chairman, Board of County Commissioners  
(please print)

ATTEST: [if required]

By: 

Name: Debbie Quinn  
(please print)

Title: Deputy Clerk  
(please print)





**2016**

<b>Proposed</b>	<b>Weeks</b>	<b>Shifts</b>	<b>Hours</b>	<b>Notes</b>
Jan 1 - Mar 4	9.00	20.00	200.00	2 shifts added for Jan 1-2, 2016
Mar 5 - Apr 30	8.00	32.00	320.00	
May 1 - Oct 29	26.00	264.00	2,640.00	2 shifts in October
Oct 30 - Nov 26	4.00	8.00	80.00	
Nov 27 - Dec 31	5.00	5.00	50.00	
Holidays		6.00	60.00	Memorial; 4th July; Labor Day (2 shifts)
	52.00	335.00	3,350.00	
			\$ 53.48	2016 Hourly Rate
			\$ 179,158	
Current IRS Rate	Miles/Shift	140	\$ 0.575	
	Miles =	46,900	\$ 26,968	

Supervisory shifts (Hourly Rate)	\$ 58.94	Contract	\$ 206,126	1% of scheduled shifts
Investigative Support Services			\$ 1,974	
No Charge (ISS)			\$ -	
			<b>\$ 208,100</b>	

**2017**

<b>Proposed</b>	<b>Weeks</b>	<b>Shifts</b>	<b>Hours</b>	<b>Notes</b>
Jan 1 - Mar 4	9.00	20.00	200.00	2 shifts added for Jan 1-2, 2017
Mar 5 - Apr 29	8.00	32.00	320.00	
Apr 30 - Oct 28	26.00	264.00	2,640.00	2 shifts in October
Oct 29 - Nov 25	4.00	8.00	80.00	
Nov 26 - Dec 31	5.00	5.00	50.00	
Holidays		6.00	60.00	Memorial; 4th July; Labor Day (2 shifts)
	52.00	335.00	3,350.00	
			\$ 55.08	2017 Hourly Rate
			\$ 184,518	
Current IRS rate	Miles/Shift	140	\$ 0.5750	
	Miles =	46,900	\$ 26,968	

Supervisory shifts (Hourly Rate)	\$ 60.70	Contract	\$ 211,486	1% of scheduled shifts
Investigative Support Services			\$ 2,033	
No Charge (ISS)			\$ -	
			<b>\$ 213,519</b>	

**2018**

<b>Proposed</b>	<b>Weeks</b>	<b>Shifts</b>	<b>Hours</b>	<b>Notes</b>
Jan 1 - Mar 3	9.00	20.00	200.00	2 shifts added for Jan 1-2, 2018
Mar 4 - May 5	8.00	32.00	320.00	
May 6 - Nov 3	26.00	264.00	2,640.00	2 shifts in October
Nov 4 - Dec 1	4.00	8.00	80.00	
Dec 2 - Dec 31	5.00	5.00	50.00	
Holidays		6.00	60.00	Memorial; 4th July; Labor Day (2 shifts)
	52.00	335.00	3,350.00	
			\$ 56.45	2018 Hourly Rate
			\$ 189,108	
Current IRS rate	Miles/Shift	140	\$ 0.575	
	Miles =	46,900	\$ 26,968	

Supervisory shifts (Hourly Rate)	\$ 62.21	Contract	\$ 216,075	1% of scheduled shifts
Investigative Support Services			\$ 2,084	
No Charge (ISS)			\$ -	
			<b>\$ 218,159</b>	

TOTAL CONTRACT 2016-2018 \$ 639,778