RESOLUTION

RE: APPROVE LAW ENFORCEMENT AGREEMENT AND AUTHORIZE CHAIR TO SIGN - BEEBE DRAW LAW ENFORCEMENT AUTHORITY DISTRICT

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, the Beebe Draw Law Enforcement Authority District Board does not wish to provide its own law enforcement protection and desires to use the services of the Weld County Sheriff, and

WHEREAS, the Board has been presented with a Law Enforcement Agreement between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Weld County Sheriff and the Beebe Draw Law Enforcement Authority District, commencing January 1, 2013, and ending December 31, 2013, with further terms and conditions being as stated in said agreement, and

WHEREAS, after review, the Board deems it advisable to approve said agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Weld County, Colorado, that the Law Enforcement Agreement between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Weld County Sheriff, and the Beebe Draw Law Enforcement Authority District be, and hereby is, approved.

BE IT FURTHER RESOLVED by the Board that the Chair be, and hereby is, authorized to sign said agreement.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 12th day of December, A.D., 2012.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Sean P. Conway, Chair

William F. Garcia, Pro-Tem

Barbara Kirkmeyer

David E. Long

Douglas Rademacher

ATTEST: Monica Daniel

Weld County Clerk to the Board

BY: Amy Walcher
Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney

Date of signature: DEC 17 2012

CC: FI
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LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2012, by and between the Board of County Commissioners, Weld County, Colorado, hereinafter referred to as "County," on behalf of the Weld County Sheriff, hereinafter referred to as "Sheriff', and the Beebe Draw Law Enforcement Authority District, hereinafter referred to as the "District":

WHEREAS, the District is desirous of entering into a contract with the County for the performance of the hereinafter described law enforcement protection within the boundaries of said District at a level of service which exceeds the basic level currently provided through its Sheriff, and

WHEREAS, the County is agreeable to rendering such services and protection on the terms and conditions hereinafter set forth, and

WHEREAS, such contracts are authorized and provided for by the provisions of Section 30-11-406, C.R.S., and so provided for by Section 2-3 of the Weld County Home Rule Charter.

NOW, THEREFORE, pursuant to the terms of the aforesaid statute and the Weld County Home Rule Charter, it is agreed as follows:

1. That the Sheriff shall provide police protection within the boundaries of the District to the extent and in a manner hereinafter set forth:

   A. Except as otherwise set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of the Weld County Sheriff pursuant to Colorado laws and statutes.

   B. Except as otherwise provided, the standard level of service provided shall be the same basic level of service which is provided for the unincorporated areas of similar population density in Weld County, subject to the good faith discretion of the Sheriff in consideration of emergency or unexpected law enforcement needs elsewhere in Weld County. The Sheriff will provide, as part of the Agreement, directly committed patrol as deemed necessary by the Sheriff and an unspecified amount of indirect patrol service at the same basic level of service which is provided for the unincorporated areas of similar population density in Weld County. Actual hours of directly committed patrol service will be established by the Sheriff upon the assessments of changing community needs, statistical and crime analysis information, and other factors such as day of week, month, school versus non-school day, holiday, and community activities or events. Total hours and exact times of directly committed patrol service may be modified as required by the Sheriff to ensure no set trend is established that would defeat crime prevention aspects of patrol service.

   C. The specific services provided to the District by the Sheriff will include the following:

      1) Professional investigation of criminal offenses.

      2) Maintenance of complete police records system including crime reports, arrest warrants, and on-line entry of UCR statistics into the

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Colorado Crime Information Center computer, as well as entry of stolen property and missing/wanted persons.

3) Automated crime analysis and statistical systems on in-house systems at present capability.

4) Both in-house forensic laboratory support and proper use of the Colorado Bureau of Investigation Lab when required.

5) Maintenance and proper handling of all evidence related to criminal activity.

6) Development and maintenance of contingency emergency plans upon approval and municipal police commission.

7) Crime prevention materials and programs for residential and business applications upon request and within current capability.

8) Use of mobile crime laboratory with professional crime scene technicians.

9) Vacation checks of private residences upon request.

10) Establishment and maintenance of Crime Prevention Programs.

11) Any other services, upon request, that are within current capabilities and cost limitations.

D. The rendition of services, in terms of the standard of performance, the discipline of the officers, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be, and exclusively remain, vested in the Sheriff and not in the district or any officer or agent thereof. Deputies assigned by the Sheriff to provide directly committed patrol service shall be so assigned on a rotating basis consistent with current patrol district assignments made for the unincorporated portions of Weld County. Rotating deputies shall be, in terms of overall performance as evaluated by the Sheriff in accordance with County or Sheriff Department procedure, consistent with the average representative performance of deputies providing service in unincorporated areas of the County.

E. Such service shall include the enforcement of Colorado State Statute and laws enforced by the Sheriff within the unincorporated areas of Weld County. All citations written for statute or law violations will command the violator to appear before the Weld County Court.

2. That the Sheriff shall have full cooperation from the District, its officers, agents, and employees so as to facilitate the performance of this agreement.

3. The County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention and booking, and all supplies necessary to maintain the level of service to be rendered herein.

4. The District shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County.

5. The County agrees, at its own expense, to procure adequate insurance against and to indemnify, defend and hold the District harmless against any and all of the following types of claims.

   A. Claims by any County employee for compensation, fringe benefits of any kind whatever (including, without limitation, pension rights or payments, insurance of any kind, reimbursement of medical expenses, vacation pay, sick leave, or sick pay) or indemnification for tort claim damages or similar claims for damages (e.g., Section 1983 Claims).

   B. Claims by any other party for damages for any alleged unlawful act or omission, negligent or willful, on the part of any County employee acting pursuant to this agreement.

6. This agreement shall be effective from January 1, 2013, to December 31, 2013.

7. The District agrees to pay the County for the services to be rendered under this agreement a total amount equal to the property taxes and specific ownership tax generated by 7.0 mills applied to the current year's assessed value of the District.

8. This agreement may be renewed for successive 12-month periods upon the written concurrence by both parties of the terms and conditions of the renewed agreement, including any revision of rates and charges. To renew this agreement, the District shall notify the Chair of the County and the Sheriff in writing, not later than 90 days prior to the expiration date of this agreement, stating terms and money to be paid under such renewal. The County and the Sheriff shall act within 15 days of the receipt of the District notification stating terms and money to be paid to accept or reject the proposed renewal, with the intentions and efforts of both parties being to reach an agreement a minimum of 60 days prior the expiration of this agreement. Otherwise, this agreement will automatically terminate by its own terms.

9. The District shall have the right to terminate this agreement at any time providing the District provides the Sheriff and County 90 days written notice of such intention.

10. For the purpose of enhancing the effectiveness of law enforcement in the District, one member of the Beebe Draw Law Enforcement Authority Board shall be designated by the District to act as liaison between it and the Sheriff. It shall be the purpose of the liaison designee to forward all complaints or problems from the District in relation to the Agreement herein to the Sheriff or his Undersheriff in that the Sheriff is responsible directly to the Beebe Draw Law Enforcement Authority Board for maximization of effective communication. The Sheriff or his office shall make periodic contacts with the Beebe Draw Law Enforcement Authority, Board to discuss problems or complaints, provide crime analysis information, and assist the district in maximizing service at minimum cost.

IN WITNESS WHEREOF, the Beebe Draw Law Enforcement Authority District, by resolution duly adopted by its governing body, caused this agreement to be signed by its Chair and attested to by its Clerk, and the County of Weld, by and through its Board of County Commissioners, has caused these present to be subscribed by the Weld County Sheriff and the Chair of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

BEEBE DRAW LAW ENFORCEMENT
AUTHORITY BOARD

Sean P. Conway, Chair

ATTEST:

Weld County Clerk to the Board

BY: Esther E. Gesick
Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Sean P. Conway, Chair

WELD COUNTY SHERIFF

John Cooke, Sheriff