



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Kathleen Schmitz, Town Clerk

DATE: November 17, 2022

RE: 2023 Agreement for Law Enforcement Services

DISCUSSION:

Attached for Board consideration is the 2023 Agreement for Law Enforcement Services between the Town of Foxfield and the Arapahoe County Sheriff's Office. The amount due for 2023 is \$117,085.00.

RECOMMENDED MOTION:

"I move to approve the 2023 Agreement for Law Enforcement Services as presented."

ATTACHMENT:

Exhibit A: 2023 Agreement for Law Enforcement Services

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made and entered into by and between the TOWN OF FOXFIELD, a municipal corporation of the State of Colorado, (hereinafter referred to as “Foxfield”) and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (hereinafter referred to as “County”).

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 by the Sheriff within the boundaries of the municipality; and

WHEREAS, Foxfield is without monetary means to provide for the employment of any full-time law officers; and

WHEREAS, Foxfield has requested that the County, through the Arapahoe County Sheriff, provide law enforcement services which the parties agree are contemplated in section 30-11-410, C.R.S.,

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Town of Foxfield, deems it advisable to enter into this Agreement for Law Enforcement Services; and

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

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

1. The Arapahoe County Sheriff (“Sheriff”) shall provide law enforcement within the boundaries of Foxfield within Arapahoe County commencing January 1, 2023.

2. The type of law enforcement services to be provided by the Sheriff, within the boundaries of Foxfield situated in Arapahoe County, shall be similar to the law enforcement services provided in unincorporated areas of the County of Arapahoe and will include law enforcement communication center services, but shall not include enforcement of municipal ordinances. The Sheriff shall utilize, to the best of his ability and judgment, the manpower and equipment presently at his disposal in order to provide said law enforcement services. Offenders shall be cited into the Town of Foxfield Municipal Court, District Court or the County Court of Arapahoe County as appropriate.

A. The law enforcement services provided under this Agreement shall not include non-routine law enforcement services associated with special events sponsored by or approved by Foxfield. For such events, it is expressly understood that Foxfield shall consult with the Sheriff's staff regarding such event(s) and any law enforcement needs associated with the events that exceed routine service levels. Foxfield shall negotiate a separate agreement with the Sheriff's Office for any temporary or off-duty services required for such events that exceed routine service levels. For purposes of this Agreement, "special events" and/or "non-routine service levels" shall mean events sponsored or approved by Foxfield with an expected or actual attendance of more than five thousand people.

3. The term of the Agreement shall commence as of January 1, 2023 and shall end as of December 31, 2023.

4. For the law enforcement services provided under this Agreement, Foxfield shall pay to the County \$117,085.00 for the term of this Agreement, which includes dispatch services. Payment of said \$117,085.00 shall be made to the County in full upon execution of this Agreement by Foxfield.

5. The services provided pursuant to this Agreement shall be performed by the deputies of the Arapahoe County Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.

6. 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 Foxfield 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 Foxfield, such relationship confers on the County and its employees the authority to act on Foxfield'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 Foxfield a County employee or any employee of the County a Foxfield 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 Foxfield employees by virtue of their employment.

7. 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. If any waiver by Foxfield results in a waiver of protections afforded to the County, Foxfield shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to

Foxfield, the County shall, to the extent allowed by law, indemnify and hold harmless Foxfield for such actions. Further, the County shall not be responsible for any claim against Foxfield which arises out of services not performed by the County pursuant to this Agreement.

8. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Foxfield, and Foxfield does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Foxfield do not intend that there be any third-party beneficiary to this Agreement.

9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

11. Foxfield is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement. The County shall procure and maintain Worker's Compensation insurance for such employees as required under Colorado law.

12. Foxfield agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Arapahoe County Sheriff and his employees will be additional insureds under this policy. Foxfield shall provide the County with a Certificate reflecting that coverage.

13. Foxfield agrees to continue to maintain its Liability Reserve Escrow Fund ("Fund"), as established pursuant to the 1997 calendar year Agreement for Services and maintained in subsequent Agreements.

A. If the County or Sheriff or his staff incur and/or receive any costs, attorney's fees, damages, judgments or awards as the result of Sheriff's employees performing work under the Agreement, and said amounts are not covered by the Foxfield's liability insurance for Sheriff's employees, Foxfield agrees to pay up to the total amount of money existing in the Fund at the time to the County for said costs, attorney's fees, damages, judgments or awards, including but not limited to, the costs of defense. Foxfield's obligation to indemnify pursuant to this paragraph, and to provide insurance coverage where applicable, shall survive the termination of this Agreement.

14. Foxfield further agrees to carry Comprehensive General Liability Insurance and Workers Compensation for its town employees for the duration of this Agreement as well as for two years after the Sheriff's services terminate. Foxfield shall provide the County with certificates of insurance reflecting that coverage.

15. Either party may terminate this Agreement with or without good cause shown upon 30 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.

16. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

17. 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:

For County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120

And (send to both)

Arapahoe County Sheriff's Office
13101 E. Broncos Parkway
Centennial, CO 80112

For Foxfield: Town of Foxfield
P.O. Box 461450
Foxfield, CO 80046

EXECUTED this _____ day of _____, 20____.

ATTEST:

TOWN OF FOXFIELD

Town Clerk Date

Mayor Date

ARAPAHE COUNTY

Tyler S. Brown, Sheriff Date