

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into by and between the TOWN OF COLUMBINE VALLEY, a municipal corporation of the State of Colorado, hereinafter referred to as “Columbine Valley” 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 purposes of providing law enforcement services by the Sheriff within the boundaries of the municipality; and

WHEREAS, Columbine Valley has requested that the County provide public safety communications dispatch services (“Dispatch Services”) to Columbine Valley and Bow Mar, which the parties agree are included within the definition of law enforcement services referenced in said Section 30-11-410; and

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Columbine Valley and Bow Mar, deems it advisable to enter into this contract; and

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

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

1. The Arapahoe County Sheriff’s Office (“Sheriff”) shall provide Dispatch Services within the boundaries of Columbine Valley and Bow Mar.
2. The Dispatch Services to be provided by the Sheriff within the boundaries of Columbine Valley and Bow Mar 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 Columbine Valley 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 this 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, Columbine Valley shall pay to the County \$38,738.00 which is the cost for performing communication services in both Columbine Valley and Bow Mar for the term of this Agreement. Payment of said \$38,738.00 shall be made to the County in quarterly installments of \$9684.50 each, with the first payment due on or before March 31st, 2024, and subsequent quarterly payments to be paid on or before the 15th day of June, September, and December of 2025.
5. In addition to the amount paid above for performing dispatch services, Columbine Valley agrees to reimburse the County for maintenance costs paid in 2025 by the County to Tri-Tech Software Systems for 4 mobile licenses used by

the Columbine Valley at an amount not to exceed \$1,337.71. 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 Columbine Valley 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.
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 Columbine Valley and/or Bow Mar 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 Columbine Valley and/or Bow Mar, such relationship confers on the County and its employees the authority to act on the Columbine Valley'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 Columbine Valley and/or Bow Mar a County employee or any employee of the County an employee of Columbine Valley or Bow Mar 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 Columbine Valley and/or Bow Mar employees by virtue of their employment.
9. Nothing in this Agreement shall be construed as a waiver by any of the parties 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 Columbine Valley or Bow Mar results in a waiver of protections afforded to the County, Columbine Valley 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 Columbine Valley, the County shall, to the extent allowed by law, indemnify and hold harmless Columbine Valley for such actions. Further, the County shall not be responsible for any claim against Columbine Valley and/or Bow Mar which arises out of services not performed by the County pursuant to this Agreement.
10. This Agreement may not be modified, amended or otherwise altered unless

mutually agreed upon in writing by the parties hereto.

11. Neither Columbine Valley nor Bow Mar are responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement.
12. Columbine Valley agrees to maintain General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County, the Arapahoe County Sheriff and his employees will be named insureds under the policies. Columbine Valley shall provide the County with a Certificate reflecting that coverage.
13. Columbine Valley further agrees to carry Worker's Compensation coverage for its employees as required by Colorado law and acknowledges that Bow Mar carries such coverage for its employees as required by Colorado Law.
14. 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.
15. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Columbine Valley and the County, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third party pursuant to this Agreement. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Columbine Valley, including Bow Mar, and Columbine does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Columbine Valley do not intend that there be any third-party beneficiary to this Agreement, including Bow Mar. It is the express intention of the County and Columbine Valley that any person or party other than the County or Columbine Valley receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
16. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.
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

Town of Columbine Valley
2 Middlefield Road
Columbine Valley, CO 80123

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

17. This Agreement may be executed in counterparts.

DATED this _____ day of _____,

ATTEST:

TOWN OF COLUMBINE VALLEY

Town Clerk Date

Mayor Date

ARAPAHOE COUNTY

Chair, Board of County Commissioners

Date