

**TOWN OF BASALT, COLORADO  
RESOLUTION NO. 43  
SERIES OF 2016**

**A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF BASALT,  
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT CONCERNING  
AUTHORIZATION FOR LAW ENFORCEMENT SERVICES WITHIN  
UNINCORPORATED EAGLE COUNTY, THE TOWN OF GYPSUM AND THE TOWN  
OF MINTURN**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)** is made and entered into by and between the Town of Avon Police Department and the Town of Avon (hereinafter referred to as “Avon”); the Town of Vail Police Department and the Town of Vail (hereinafter referred to as “Vail”); the Town of Eagle Police Department and the Town of Eagle (hereinafter referred to as “Eagle”); the Town of Basalt Police Department and the Town of Basalt (hereinafter referred to as “Basalt”); and the Eagle County Sheriff’s Office and the County of Eagle, State of Colorado (hereinafter referred to as the “County”). Collectively, Avon, Vail, Eagle and Basalt are referred to hereinafter as the “Towns” and each individually may be referred to singularly as a “Town.” The County and the Towns shall collectively be referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, pursuant to C.R.S. § 16-3-110(2), Town peace officers as defined by C.R.S. § 16-3-110 (1)(a) (“Town Officers”) shall have the authority to act when a felony or misdemeanor is committed in a Town Officer’s presence regardless of whether that Town Officer is within the Town’s boundaries or whether that Town Officer is on duty, when such Town Officer has been authorized by the local jurisdiction having jurisdiction to so act; and

**WHEREAS**, it is the Sheriff’s duty to preserve the peace within Eagle County, including the unincorporated areas of Eagle County, some of which unincorporated areas are adjacent to Town boundaries; and

**WHEREAS**, the Town of Gypsum and the Town of Minturn have contracted with the Eagle County Sheriff to provide all law enforcement services within their respective corporate boundaries of each town; and

**WHEREAS**, to ensure the efficient and cooperative provision of law enforcement services in his jurisdiction, which includes the Town of Gypsum and the Town of Minturn, the Eagle County Sheriff wishes to set forth the circumstances under which the Towns’ Officers may perform law enforcement functions and enforce the state’s statutes within unincorporated Eagle County, the corporate boundaries of the Town of Gypsum and the corporate boundaries of the Town of Minturn; and

**WHEREAS**, while the Parties acknowledge that the Sheriff has jurisdiction throughout Eagle County, the Parties concur that open communication and cooperation between Sheriff deputies and Town Officers within their respective jurisdictions will best serve the community and ensure safety of all law enforcement officers throughout Eagle County; and

**WHEREAS**, County and the Towns enter into this Agreement under the specific authority to contract for the provision of law enforcement services pursuant to C.R.S. §30-11-410 (2) and under general authority of local governments of the State of Colorado to contract with one another for the provision of services pursuant to C.R.S. §29-1-201, et seq., Article XIV, Section 18 of the Colorado Constitution; and in accordance with C.R.S. § 16-3-110(2); and

**WHEREAS**, the County and Towns intend this Agreement to supersede and replace any and all previous Intergovernmental Agreement between the County and an individual Town for provision of law enforcement services within unincorporated Eagle County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and promises contained herein, the adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Authority**. The Towns, through their respective Police Departments, will be hereby authorized, to the extent hereinafter set forth in this Agreement, to provide law enforcement services outside the respective Town's municipal boundaries as follows:

a. Pursuant to C.R.S. § 16-3-106, in a situation in which a Town Officer is in fresh pursuit of an alleged offender, having a warrant for his arrest or having knowledge that such warrant has been issued, or, in the absence of an arrest warrant, when the offense was committed in the officer's presence or the officer has reasonable grounds to believe that the alleged offender has committed a criminal offense, and the alleged offender crosses the boundary line marking the territorial limit of his authority;

b. When a Town Officer is in unincorporated Eagle County on official police duty and a felony or misdemeanor has been or is being committed in such Town Officer's presence, or where the Town Officer witnesses an act within unincorporated Eagle County that presents an immediate risk to the public or to the Town Officer;

c. In unincorporated Eagle County, within the corporate limits of the Town of Gypsum, or within the corporate limits of the Town of Minturn, where the Town's Officer is acting in capacity to assist the Sheriff after providing proper notification to Dispatch, after which the Sheriff or his deputies may discontinue the need for back-up at any time;

d. Where the boundary between the Town and any unincorporated-area of the County is ambiguous, up to a quarter mile from the Town boundary, or in areas specifically identified and authorized by the Sheriff, which authorization can be verbally revoked by the Sheriff or his designee at any time. The Parties agree that this provision is intended to account for inadvertent patrol or law enforcement activities within a reasonable distance outside of a Town's boundaries. Town Officers that have questions about boundaries should seek clarification through their superiors, the Computer Aided Dispatch Administrator, the Sheriff or his designee. Notwithstanding the foregoing, the Sheriff specifically authorizes Town of Avon Officers to provide law enforcement services within the stretch of 1-70 between Post Boulevard and Avon Road in unincorporated Eagle County.

e. In unincorporated Eagle County, as well as the corporate limits of the Town of Gypsum and the Town of Minturn, if the Town Officer is working in a joint-operational capacity with the Sheriff, including but not limited to, a special operations unit task force, a multi-agency DUI task force, a multi-agency drug task force, or for temporary assistance for ski-related operations, or under another specific agreement granting such authority;

f. In accordance with any specific agreement between the Sheriff and an individual Town; or

g. In accordance with any specific request for mutual aid between the Sheriff and an individual Town.

2. **Jurisdiction.** Other than related to a specific agreement for a joint-operation, any Town Officer shall, immediately notify the Sheriff's Office whenever involved in an incident arising out of a situation identified in Section 1 above within the unincorporated areas of Eagle County, the corporate limits of the Town of Gypsum or the Town of Minturn. The Sheriff shall be given the option to retain primary jurisdiction in any incident arising out of a situation identified in Section 1 (b) through (g) herein. If the Sheriff decides to retain primary jurisdiction in such an instance, any person arrested shall be released to the custody of the Sheriff. Nothing in this Agreement shall be construed to limit or otherwise affect the law enforcement authority of the County or of any Town.

3. **Responsibility for Personnel.** As for Town Officers, management of the rendering of services, leadership and supervision, the standards of performance, the discipline of officers and all other matters incident to the performance of law enforcement services and the review of personnel so employed, shall remain with the respective Towns employing such Town Officers.

4. **Venue for Prosecution.** Other than related to a specific agreement granting authority otherwise, all citations written by a Town Officer in unincorporated Eagle County, within the corporate limits of the Town of Gypsum or within the corporate limits of the Town of Minturn, for violations of any Colorado State Statute or other law shall command the alleged violator to appear before the appropriate court within Eagle County. Town Officers shall be available to appear before the court, as needed to prosecute each violation.

5. **Equipment.** The Towns and County shall furnish and supply all necessary labor, equipment, and all supplies necessary to maintain the services to be rendered herein by their respective Officers.

6. **Cooperation.** Each Party shall give prompt and due consideration to requests directed to them by another Party to this Agreement, or their designee, regarding delivery of law enforcement services and the Towns and the County shall work cooperatively to achieve the services called for herein. Such request may be transmitted in person, by phone, radio, electronic medium, or by a third party. Any reasonable transmittal shall be sufficient to invoke this Agreement.

7. **Status of and Responsibility for Employees.**

a. The Towns and the County enter into this Agreement as separate, independent governmental entities and their respective officials and employees shall maintain such status throughout. Employees assigned under this Agreement shall remain employees of their respective law enforcement agencies at all times and for all purposes under this Agreement. No employee of any Town shall be deemed an employee of the County, even if a Town Officer acts on the County's behalf under this Agreement.

b. No Party shall be called upon to pay or assume any liability for the direct payment of any salaries, wages or other compensation to any other Party's Officers performing services hereunder. Additionally, no Party shall be liable for compensation or indemnity to any other Party's Officers for injury or sickness arising out of his/her performance under this Agreement.

8. **Governmental Immunity.** The Parties to this Agreement do not intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. The provisions of C.R.S. § 29-5-108 shall not apply to the activities conducted pursuant to this Agreement.

9. **Insurance.** Each Party shall provide its own public liability and property damage insurance coverage as it may deem necessary for any potential liability arising from the services to be provided under this Agreement.

10. **Term and Termination.** Unless sooner terminated as provided hereunder, this Agreement shall be effective from January 1, 2016 through December 31, 2016. Notwithstanding the foregoing provisions, any Party, with or without cause, may terminate their participation in Agreement upon the giving of ten (10) days prior written notice of such termination to the other respective Party. It is the intent of the Parties that this Agreement shall be renewed for additional one (1) year periods following the end of the initial period, and unless one of the Parties gives notice to the County at least ten (10) days prior to the end of the initial period, or then current additional period, that such Party desires to terminate this Agreement, this Agreement shall be automatically extended for additional periods of twelve (12) months. After the initial period, this Agreement shall run from January 1<sup>st</sup> to December 31<sup>st</sup> of each respective year.

11. **Funding.** The Parties agree that this Agreement is contingent upon all funds necessary for the performance of this Agreement being budgeted, appropriated and otherwise made available. It is expressly understood that any financial obligations that may arise hereunder, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated by the governing body of any Party. Should any of the Parties fail to undertake the project because necessary funds have not been budgeted or duly appropriated, that Party may terminate participation in this Agreement by providing the County with written notice of termination as set forth herein.

12. **Notice.** Any notices or other communications required or permitted to be given hereunder shall be given in writing, delivered personally or sent by first class mail, postage prepaid, addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter designate by written notice to the other Party given in accordance herewith.

Notice will be deemed given on the date of delivery or three business days after deposit in a U.S. Postal Service depository.

County:	Eagle County Sheriff P.O. Box 359 885 East Chambers Avenue Eagle, Colorado 81631 (970) 328-8500 (telephone) (970) 328-1448 (fax)
Avon:	Town of Avon Chief of Police P.O. Box 975 Avon, Colorado 81620 (970) 748-4040 (telephone) (970) 845-7098 (fax)
Basalt:	Town of Basalt Chief of Police 100 Elk Run Drive, Suite 115 Basalt, CO 81621 (970) 927-4316 (telephone) (970) 927-4300 (fax)
Eagle:	Town of Eagle Chief of Police P.O. Box 609 Eagle, CO 81631 (970) 328-9659 (telephone) (970) 328-9659 (fax)
Vail	Town of Vail Police Chief 75 S. Frontage Road W. Vail, CO 81657 (970) 479-2218 (telephone)

14. **No Assignment.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and may not be assigned by any Party without the prior written consent of the other Party.

15. **No Unintended Beneficiaries.** The Parties agree that this Agreement creates no obligation or relationship between the Towns, but is intended to govern each Town's provision of law enforcement services in unincorporated Eagle County, the Town of Gypsum and the Town of Minturn only. Nothing herein expressed or implied is intended or should be construed to confer or give to any person or corporation or governmental entity other than the Towns and County any right, remedy or claim under or by reason hereof or by reason of any covenant or condition herein contained.

16. **Severability.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party, such portion shall be deemed severable and its invalidity or its unenforceability shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted into this Agreement.

17. **Modification or Amendment in Writing.** This Agreement may be amended, modified, or changed in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

18. **Jurisdiction and Venue.** The law of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any action arising out of any dispute pertaining to this Agreement shall be exclusive in Eagle County, Colorado

19. **Entire Agreement.** This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of Parties with respect to the subject matter contained herein.

*// Remainder of Page Intentionally Left Blank //*

**TOWN OF BASALT, COLORADO  
BY AND THROUGH ITS MAYOR**

BY:   
Jacque Whitsitt, Mayor

ATTEST:

BY:   
Pam Schilling, Town Clerk

Date: 10-18-2016

**TOWN OF BASALT POLICE DEPARTMENT  
BY AND THROUGH ITS POLICE CHIEF**

BY:   
Gregory M. Knott, Chief of Police

Date: 10-18-16

