

**2019 AMENDED AND RESTATED  
2018 INTERGOVERNMENTAL AGREEMENT  
BETWEEN ARAPAHOE COUNTY  
AND THE CITY OF CENTENNIAL FOR LAW ENFORCEMENT AND  
PUBLIC SAFETY SERVICES**

**THIS 2019 AMENDED AND RESTATED AGREEMENT** (“**Agreement**”) amends and restates the 2018 Intergovernmental Agreement Between Arapahoe County and the City of Centennial for Law Enforcement and Public Safety Services effective January 1, 2018, and is entered into between **ARAPAHOE COUNTY**, a political subdivision of the State of Colorado (herein referred to as “**COUNTY**”), and the **CITY OF CENTENNIAL**, a municipal corporation of the State of Colorado (herein referred to as “**CITY**”), effective as of May 22, 2019 (“**Effective Date**”), and is applicable to all property located within the municipal boundaries of the CITY, as the boundaries may be changed from time to time (“**Incorporated Area**”). The ARAPAHOE COUNTY SHERIFF, an elected official of the COUNTY, is also a signer on this Agreement for the purposes of fulfilling those obligations imposed on the SHERIFF (as defined in Section 2.13 below) under this Agreement.

**WHEREAS**, since the incorporation of the CITY in February, 2001, the SHERIFF) has provided law enforcement and public safety services for and within the CITY pursuant to intergovernmental agreements; and

**WHEREAS**, the Parties are authorized by Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S., to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each; and

**WHEREAS**, the parties desire to enter into this Agreement to continue their relationship for the purpose of providing exceptional law enforcement and public safety services to the CITY residents, businesses and visitors; and

**WHEREAS**, the parties recognize that the CITY is a growing maturing city formed on the promise of and grounded in local control and, as such, it is reasonable that the CITY’s needs may evolve over time and for the CITY to continually evaluate how law enforcement services are delivered to the community; and

**WHEREAS**, the parties acknowledge that any change in the current model of delivering law enforcement services should involve cooperative planning and be accomplished with a spirit of mutual cooperation resulting in the best outcome for both parties and the community.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

**SECTION 1. PURPOSE – PROVISION OF SERVICES AND COOPERATION.**

The purposes of this Agreement are to:

- Memorialize the agreement between the CITY and the COUNTY for the provision of services by the SHERIFF's Office, to the CITY and its residents and businesses in the Incorporated Area. The services to be provided hereunder are law enforcement, public safety and related services as more fully described in **Exhibit A ("Services")**;
- Memorialize the agreement between the Parties to cooperate and coordinate at all times to ensure that the development and implementation of policies which relate to law enforcement, public safety, and related community outreach and budgeting or any Services contemplated by this Agreement are undertaken with input and consideration of the effect of such policy on all other Parties;
- Memorialize the agreement and goal of the Parties for the SHERIFF to provide law enforcement and public safety services to the CITY in a similar manner and with a similar level of collaboration as would be customarily provided by a municipal police department of similar size and demographics, while still recognizing that an elected Sheriff has certain additional and distinct responsibilities from that of an in-house Chief of Police; and
- Memorialize the agreement that the CITY and the SHERIFF will have authority to make operational decisions which affect operations of the SHERIFF'S office in providing Services hereunder consistent with the terms of this Agreement.
- Memorialize the agreement between the Parties to cooperate and coordinate in developing a framework that may someday guide the CITY and SHERIFF if future CITY Councils make a legislative determination to change the model of how law enforcement services are delivered within the CITY.

## **SECTION 2. DEFINITIONS.**

As used in this Agreement, in addition to terms defined in the body hereof, the following terms shall have the assigned definition:

2.1 "All Hazards/Disaster/Emergency" shall mean any exceptional (statistically rare) or unforeseen incident or situation, natural or manmade, accidental or criminal, that produces serious local impacts upon the community and threatens the safety of people and property and warrants responsive action to protect life, property, environment, public health or safety and to minimize disruptions of government, social or economic activities and that requires stepped up capacity and capability to meet expected outcomes and which may require outside assistance from other jurisdictions and levels of government.

2.2 "CALEA" shall mean the Commission on Accreditation for Law Enforcement Agencies.

2.3 "CITY Manager" shall be the appointed CITY Manager for the CITY or the person acting in such capacity.

2.4 "CITY Primary Representative" shall mean the CITY Manager or his or her designee. The CITY Manager shall be responsible for notifying the SHERIFF of the identity of any designee whenever the person in such role changes.

2.5 "Incorporated Area" shall have the meaning set forth in the opening recital of this Agreement.

2.6 "Joint Administrative Manual" or "Manual" shall be the operational and administrative manual which shall be jointly adopted by the CITY and by the SHERIFF (as evidenced by the signature of the CITY Manager and the SHERIFF on such Manual) on or before March 1, 2018, which sets forth operational expectations and policies that govern the provision of Services to the CITY hereunder, excluding any matters that impact either amounts charged and paid pursuant to this Agreement, or the number of COUNTY or SHERIFF's employees assigned to provide Services, and which shall conform to the requirements of this Agreement, which shall control.

2.7 "Key Personnel" shall mean those SHERIFF's Office employees in executive command staff at the level of Captain or above who are acting as representatives to the CITY in the provision of Services under this Agreement to include, regardless of rank, the Law Enforcement Liaison and those persons holding the positions specifically identified in Exhibit C at Section 2.

2.8 "Law Enforcement Liaison" shall be the SHERIFF or that person assigned by the SHERIFF with the agreement of the CITY Manager to serve as the operations chief and regular contact for law enforcement and public safety operations issues within the CITY in accordance with Section 6.1.3, who shall be at the level of Bureau Chief or above.

2.9 "Parties" or, individually, "Party" shall mean all or any of the COUNTY, the CITY and, for the purpose of those provisions which place a direct obligation on the SHERIFF, the SHERIFF.

2.10 "Risk Sharing Costs" shall have the definition set forth in Section 13.3 and **Exhibit E**.

2.11 "Schools" for purposes of this Agreement shall mean all public and private schools located within the CITY boundaries, and such other schools in proximity to the CITY boundaries, all as are more fully set forth in the Joint Administrative Manual.

2.12 "Services" shall have the definition set forth in Section 3.1 and **Exhibit A** and shall include "Additional Services" as defined in Section 3.2 and Exhibit A if and when the CITY Manager, COUNTY and the SHERIFF agree in writing to the provision and compensation (as to Additional Services) for such services as required by Section 3.2.

2.13 "SHERIFF" shall mean the duly elected or appointed Sheriff of the COUNTY recognizing that at all times the SHERIFF, the SHERIFF's Office and the SHERIFF's Office employees, in meeting any obligations or exercising any rights pursuant to this Agreement, are acting pursuant to his/her/ its/their status as a department or official or employee(s) of the COUNTY.

2.14 "Significant Occurrence" includes any incident significantly affecting the CITY, including, but not limited to, an All Hazards/Disaster/Emergency, violent crime against a

person such as significant and newsworthy first degree assault, homicide, large fires or multi-car motor vehicle accidents involving significant injury or death, law enforcement actions that result in any lockdown of Schools, or other large-scale incident involving the SHERIFF's Office and a multi-agency response or a significant law enforcement or public safety issue, regardless of whether such significant incident occurs within the CITY.

2.15 "Total Annual Fees" shall mean the amount set forth on the last line of **Exhibit D** under the heading "Grand Total", which shall include the Risk Sharing Costs amount set forth on **Exhibit E**, as each shall be revised annually for each year of Services to be provided, for the term of and in accordance with this Agreement. Total Annual Fees shall exclude amounts paid by the CITY for costs incurred by the COUNTY and reimbursed by the CITY in accordance with this Agreement for managing and intervening in any All Hazards/Disaster/Emergency or other contingencies as described in Section 9.7.

### **SECTION 3. DELIVERY OF SERVICES AND COUNTY RESPONSIBILITIES.**

3.1 Services. The COUNTY, through the SHERIFF, will provide the Services as defined in **Exhibit A** within the Incorporated Area and which generally include law enforcement and public safety services of the type within the jurisdiction of and customarily rendered by municipal police departments of similar size and demographics, while still recognizing that an elected Sheriff has certain additional and distinct responsibilities from that of an in-house Chief of Police.

#### 3.2 Changes to Services and Additional Services.

(a) Additional or Changed Services. From time-to-time, either Party may identify new Services that were not included in **Exhibit A**, or events or trends that may warrant modification to the Services. The description and level of the Services shown on **Exhibit A** may be modified, increased or decreased only by written agreement of the SHERIFF, COUNTY and CITY, except that the Services or levels of Service shall not be decreased if such action shall result in the SHERIFF's Office being unable to (a) adequately protect the public safety or the safety of any law enforcement or public safety personnel, or (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. Within a reasonable period of time, either the SHERIFF or the CITY will notify the other of the Services modification opportunity. If agreed to by both SHERIFF and the CITY, the SHERIFF will, within a reasonable time period (generally within ten (10) business days) provide to the CITY Manager in writing a proposed price and modification to Services for the proposed addition or deletion to Services. Any mutually agreed upon changes to Services or the cost for Services shall be made in writing and approved by the CITY Manager (if any associated compensation for such amendment is within budgeted and appropriated amounts for law enforcement and public safety services for the relevant fiscal year; if not so appropriated, the City Council must approve any such amendment), the SHERIFF, and the COUNTY before it becomes an amendment to the Services described in this Agreement. Unless otherwise stated in the amendment, if the change involves an ongoing new addition to Services ("**Additional Services**"), the COUNTY will include the associated adjustment to the Total Annual Fees and will pro rate the billing in accordance with provisions of Section 9 of this Agreement. When Additional Services are authorized in accordance with this Agreement, the provisions of this Agreement shall apply to such services as though

Additional Services are "Services" under this Agreement, except that compensation therefor is in addition to Total Annual Fees for the year in which the Additional Services are first authorized. For subsequent years, if the Additional Services are ongoing, the compensation for such Additional Services shall be included within the annually negotiated and agreed upon Exhibit D.

(b) Change in Laws. The CITY may adopt or amend, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the COUNTY through the SHERIFF. Prior to the CITY passing a new ordinance or amending an existing ordinance to be enforced by the SHERIFF, the CITY Primary Representative and the SHERIFF shall consult on the impact and additional costs, if any, for such enforcement. The expectation of the Parties is that the CITY will not incur any cost increase from the adoption of any new ordinance or amendment of any existing ordinance that creates or governs an offense which is already enforced by the SHERIFF under any local, state or federal law or regulation. It is expected that the CITY will incur additional costs from the adoption of a new ordinance or amendment of an existing ordinance if additional training, equipment or other resources are required to enforce such new or amended ordinance.

3.3 Services Delivery Standards. Delivery of Services shall at all times conform to the Performance Standards set forth in **Exhibit B** (which may be amended whenever Additional Services are authorized and/or annually when the **Exhibits** are amended) and will generally be, at a minimum, consistent with the SHERIFF's adopted policies and service standards. In performing the Services, the SHERIFF shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession in the State of Colorado. Periodically, the SHERIFF may modify policies and service standards, so long as the modifications do not decrease the level or standards of Service without written consent of the CITY Manager.

3.4 Communications and Coordination. The Law Enforcement Liaison will be in regular contact with the CITY Primary Representative and shall be responsible for informing the CITY Primary Representative, as soon as practicable, of any issues that affect Services, law enforcement operations as may affect the CITY, any matters that may have public relation implications for the CITY or the SHERIFF, major claims made against the SHERIFF or COUNTY that relate to the provision of Services hereunder, or any other incident or change that may substantially affect or impact the Services.

3.5 Joint Administrative Manual. The Parties recognize that policies specific to law enforcement are within the purview of the SHERIFF and the CITY is agreeable to application of such policies within the CITY in the same manner as the SHERIFF applies such policies in other areas of the COUNTY. In addition, however, specifically as they concern the provision of Services within the CITY such as, without limitation, coordination and communication with the CITY and its other service providers, the Parties agree to the adoption and implementation of a Joint Administrative Manual which shall be executed by and shall be subject to at least annual review (and revision as needed from time to time) by both the CITY Manager and the SHERIFF. The Manual shall provide operational detail in conformity with this Agreement and shall further set the Service delivery expectations of the CITY under this Agreement, which the SHERIFF agrees to satisfy. In the event of any conflict between the Manual and this Agreement, the Agreement shall control.

3.6 Changes in Incorporated Area or Significant New Development.

(a) Incorporated Area. The Parties agree that annexation of additional property or disconnection of property from the CITY will result in a change in the size of the Incorporated Area for Services, and perhaps unique Service needs. The COUNTY and the SHERIFF agree that the CITY may provide information to the SHERIFF marked or denoted as “Confidential Information” regarding an annexation or disconnection proposal and the COUNTY and SHERIFF hereby agree that such information, to the extent provided to the SHERIFF and so marked or denoted, shall be kept confidential by the SHERIFF, shall not be shared with or disclosed to any other department, board or commission of the COUNTY, and may be disclosed by the SHERIFF only to those staff members of the SHERIFF’s Office or COUNTY Finance staff as may be necessary to determine and advise the CITY whether any Service level adjustments would or would not be required and the approximate cost adjustments for such changes, if any.

(b) Significant New Development. Similarly, the Parties agree that approval by the CITY of any new development that may result in increased calls for law enforcement Services such as, by example, new shopping areas with bars and restaurants (“**Significant New Development**”), may result in an increase or change of Service needs. The CITY will inform the SHERIFF of receipt of any such Significant New Development application that may result in such Service need increases. From time to time, proposed Significant New Development within the CITY may require the protection of information as confidential to the same extent as is required in (a) above. The COUNTY and the SHERIFF agree that the CITY may provide information to the SHERIFF marked or denoted as “Confidential Information” regarding such strategically sensitive Significant New Development and the COUNTY and SHERIFF hereby agree that such information, to the extent provided to the SHERIFF and so marked or denoted, shall be kept confidential by the SHERIFF, shall not be shared with or disclosed to any other department, board or commission of the COUNTY, and may be disclosed by the SHERIFF only to those staff members of the SHERIFF’s Office or COUNTY Finance staff as may be necessary to determine and advise the CITY whether any Service level adjustments would or would not be required and the approximate cost adjustments for such changes, if any.

(c) Any staff member(s) of the SHERIFF’s Office or of the COUNTY provided any “Confidential Information” as described in subsections (a) or (b) of this Section shall be subject to and comply with the same confidentiality obligations as imposed on the SHERIFF under this Section and such delivery of Confidential Information shall not relieve the SHERIFF of confidentiality obligations under this Section. Prior to delivery by the SHERIFF to any such staff member(s) of any “Confidential Information” (as described in subsections (a) or (b) of this Section), the SHERIFF’s Office staff member(s) shall execute and deliver a non-disclosure agreement in a form approved by the City. Such agreement(s) shall be retained by the SHERIFF and delivered to the CITY upon request.

(d) Nothing in this Agreement shall be construed to restrict the rights or obligations set forth in the Colorado Open Records Act (“**CORA**”) and/or the Colorado Criminal Justice Records Act (“**CCJRA**”). The SHERIFF agrees to provide notice to the CITY of any records request that seeks disclosure of information designated as “Confidential Information” by the CITY so that the CITY may determine whether it will take any action to prevent the disclosure of such information.

(e) The SHERIFF and the CITY will work together to determine in advance an estimate of additional or decreased costs that may be incurred due to such change in Incorporated Area or Significant New Development, if any. Any mutually agreed upon change to Services or costs for Services associated with a change to Incorporated Area or Significant New Development must be made in writing and approved by the CITY, COUNTY and the SHERIFF before it becomes an amendment to this Agreement.

3.7 Allocation of Resources. The parties recognize that this Agreement is intended to provide flexibility to the CITY and to the SHERIFF in order to meet evolving challenges in the delivery of law enforcement and public safety to the City residents, businesses and visitors. The SHERIFF may reasonably allocate resources for performance among the Services in accordance with the priorities agreed to with the CITY Manager so long as such allocations do not result in an increase in Total Annual Fees under this Agreement or negatively impact the SHERIFF's ability to provide reasonable law enforcement services the public. The SHERIFF or the Law Enforcement Liaison shall be required, as set forth in the Manual, to report to the CITY at a regularly scheduled interval on the number of times that resources were reallocated pursuant to this provision in the past reporting period, the nature of the reallocation, and the reasons for such reallocation. This shall not include circumstances (i) when deputies are reallocated for less than a twenty-four (24) hour period in the SHERIFF's discretion to respond to an ongoing call for service, an emergency, disaster or request for mutual aid, or (ii) where in the SHERIFF's discretion deputies are reallocated or reassigned on a short-term basis based on the day-to-day operational needs of the SHERIFF's Office, but where the SHERIFF assigns other available staff to perform CITY-related services required under this Agreement. Absent an emergency or disaster, short-term reallocations shall not result in a failure to maintain minimum staffing levels throughout the CITY as determined by the SHERIFF's policies and procedures and as such staffing level policies are shared with the CITY Primary Representative.

3.8 CITY, COUNTY and SHERIFF Compliance with Laws. The CITY, COUNTY and the SHERIFF shall comply with the United States and Colorado Constitutions and all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.9 Implementation of Innovations. The Parties mutually desire that the Services delivered hereunder are rendered in a manner that is highly effective and that utilizes new advancements in law enforcement or technology. To that end, the SHERIFF, in its normal course of service delivery, will coordinate with the CITY and its other service providers and will stay abreast of new advancements in law enforcement or technologies that relate to Services delivered hereunder, and upon discovery, will present any such significant new advancements or technologies to the CITY. Before implementation, the Parties shall mutually agree, through negotiations in good faith, to determine whether implementation is mutually beneficial and, if so, shall negotiate any additional costs and/or appropriate changes to the Manual or **Exhibits**.

3.10 COUNTY to Process Certain Citizen Inquiries. The SHERIFF and/or COUNTY shall address all citizen inquiries in a timely and responsive manner, as may be more fully defined in the Joint Administrative Manual.

3.11 COUNTY to Furnish Personnel and Equipment. The COUNTY, through the SHERIFF and otherwise, shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the

COUNTY as necessary to provide the Services herein described. The Services are to be provided by the assignment of COUNTY personnel to serve the CITY generally in conformity with **Exhibit C**. The COUNTY shall also provide support services, such as: information technology, fleet management, risk management, legal, information management, finance, human resources, and community relations services so as to allow the COUNTY to provide the Services to be provided to the CITY under this Agreement in a professional and workmanlike manner and in compliance with all local, state and federal laws.

(a) Information Technology (“IT”) Personnel and IT Initiatives. The COUNTY shall provide to the CITY the name of an individual who shall be the primary point of contact for the CITY on CITY and/or COUNTY initiated IT initiatives in support of the Services described in this Agreement (“**COUNTY Appointed IT Point of Contact**”), and such person shall be identified as required on **Exhibit C**. The Law Enforcement Liaison, the COUNTY appointed IT Point of Contact, the CITY Primary Representative, and the CITY Director of Technology and Innovation shall all coordinate on any IT initiatives in advance and shall in writing set forth the goals, outcomes, schedules and implementation directives for any such IT initiative. Such coordination shall be included in the indirect costs calculated on Exhibit D. However, to the extent any IT initiative or project requires manpower or other resources from the COUNTY that are extraordinary and beyond the scope of the compensated IT support that the CITY shall already compensate the COUNTY for regularly as set forth in Exhibit D, the Law Enforcement Liaison and the CITY Primary Representative shall confer and present the new or additional services for approval in accordance with the process set forth in Section 3.2(a).

3.12 Identification of Personnel and Equipment. The COUNTY and SHERIFF shall identify vehicles, equipment and uniforms of personnel that regularly provide Services within the CITY under this Agreement with the insignia or other identifying mark or language of the CITY, in a design and format as reasonably agreed to by the CITY Manager and SHERIFF, and as may be set forth in the Manual. Unless altered in the Manual, the employees of the COUNTY or SHERIFF performing Services hereunder that interface with the CITY residents, businesses or employees shall distribute business cards referencing the employee’s name (which may be handwritten) and stating “Serving the City of Centennial.” Additional costs associated with use of the CITY insignia or logo shall be paid for by the CITY. The SHERIFF may also identify such vehicles, equipment and personnel with the SHERIFF’s standard insignia, the cost of which shall be the COUNTY’s. If the CITY logo is displayed, it shall be displayed at all times in conformity with the CITY’s copyrighted trademark.

3.13 Written Materials. For all CITY related matters correspondence and on all program and other written materials developed as part of the performance of Services hereunder and related programs, the COUNTY and SHERIFF shall utilize CITY letterhead or logo, as appropriate, in a design and format as reasonably agreed to by the CITY Manager and SHERIFF, and as may be set forth in the Manual. Additional costs, if any, associated with use of the CITY logo shall be paid for by the CITY. COUNTY correspondence shall recognize that the COUNTY, through the SHERIFF, is performing the Services in service to the CITY. The CITY logo shall be used only in accordance with the copyrighted form of the logo.

3.14 Assignment of Qualified Personnel. All COUNTY employees or officials performing Services hereunder shall be screened and satisfactorily pass such background checks and any other COUNTY required pre-employment qualification prior to assignment to perform any Services under this Agreement, in a similar manner as other employees of the COUNTY and SHERIFF's Office, and all in conformity with COUNTY and SHERIFF policies.

3.15 Drug Free Workplace Policy. The SHERIFF shall enforce its policy for a drug-free workplace as to all persons delivering Services under this Agreement.

3.16 Relationships and Public Interactions. All persons providing Services under this Agreement shall, at all times, foster and maintain professional relationships with the members of the CITY Council, all employees of the CITY, all employees of the CITY's other contract services providers and all CITY residents and customers, and shall represent the CITY in the best light possible to members of the public, staff, elected and appointed officials and media. The COUNTY, through the SHERIFF, recognizes that the conduct of employees and officers during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the CITY.

3.17 Termination of COUNTY Personnel with Access to City Facilities. The CITY may issue access keys or cards that provide access to City facilities to employees of the COUNTY performing services hereunder. Acknowledgement of City access policies is required prior to issuance. In the event of the termination of employment of any employee of the COUNTY performing Services hereunder who has been assigned an access key or card allowing access to City facilities, the Law Enforcement Liaison shall immediately inform the CITY Primary Representative and shall ensure immediate return or reassignment of such access key or card with notice to the CITY.

#### **SECTION 4. COUNTY AS INDEPENDENT CONTRACTOR.**

The COUNTY, through the SHERIFF is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between the CITY and COUNTY or any of the COUNTY'S agents or employees, including without limitation the SHERIFF or the employees of the SHERIFF's Office. To the extent this Agreement creates a principal-agent relationship between the SHERIFF and the CITY, such relationship confers on the SHERIFF and employees of the SHERIFF's Office authority to act on the CITY's behalf only as to matters covered by this Agreement. As an independent contractor, the COUNTY, through the SHERIFF'S Office, offers to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. In conformity with this Agreement, the SHERIFF shall retain all authority for rendition of Services, standards of performance, control of personnel, including discipline, and other matters incident to the performance of Services by the COUNTY through the SHERIFF and within the limitations of the CITY's budget and direction, pursuant to this Agreement. Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation or any other rights or privileges accorded the COUNTY or CITY employees by virtue of their employment.

## **SECTION 5. EXHIBITS.**

5.1 Annual Approval and Incorporation of Exhibits. Exhibits referenced herein shall be incorporated into this Agreement for all purposes. **Exhibits A** (Services), **B** (Performance Standards), **C** (Schedule of Assigned Personnel), **D** (Schedule of Costs), and **E** (Risk Sharing Cost Allocation) of this Agreement shall be replaced annually and incorporated into this Agreement by adoption of such annually amended **Exhibits A, B, C, D, and E** by resolution or such other formal action of the CITY Council and the COUNTY Board of County Commissioners. The schedule and process for agreeing on such annual amendments shall be set forth in Section 9 of this Agreement and as may be further refined in the Manual.

5.2 Final Exhibits for Initial Year of this Agreement. This Agreement may be approved and executed by the Parties in advance of the Effective Date. If that occurs prior to December 15, 2017, the Parties agree that Exhibits D and E will be prepared based on the numbers in the preliminary budget (addressed in Section 9.4.4) provided by the COUNTY to the CITY, and that the Parties will subsequently amend and approve revised **Exhibits A, B, C, D and E** for 2018 pursuant to the schedule set forth in Section 9.4.4, subsections (d), (e) and (f). Thereafter, the Exhibits shall be replaced and approved annually as set forth in Section 5.1 and 9.4.4.

## **SECTION 6. COUNTY AND CITY COORDINATION.**

### 6.1 Representatives

6.1.1 CITY Representatives. The CITY Primary Representative shall be the point of contact for all regular communications, monthly reports, work orders and amendments to this Agreement in the agreed-upon format between the COUNTY and CITY. Changes to the Manual must be executed by the CITY Manager, the Law Enforcement Liaison (if other than the SHERIFF) and the SHERIFF.

6.1.2 COUNTY, Including SHERIFF, Representatives. The Law Enforcement Liaison shall serve as the representative and point of contact to the CITY for the purposes of incident and regular reporting and as the day to day operations point of contact for all Service matters in accordance with the roles and duties set forth in the Manual. The SHERIFF shall serve as the point of contact for all other Service matters and amendments to this Agreement. The COUNTY Finance Director shall serve as the COUNTY'S representative for all invoices.

6.1.3 Law Enforcement Liaison. The SHERIFF shall serve as, or assign an individual to act as, the Law Enforcement Liaison in the provision of Services hereunder. In addition to the roles and responsibilities of such Law Enforcement Liaison set forth herein, additional responsibilities shall be as set forth in the Manual.

6.1.4 Notification of Changes in Representatives. In the event that either a COUNTY or a CITY designated representative or the Law Enforcement Liaison is changed or replaced, the Parties shall notify the other in writing of such change.

### 6.2 Representatives Meetings.

6.2.1 Regular Contact. The CITY Primary Representative and the Law Enforcement Liaison shall be in contact at such regular intervals as is set forth in the Manual and as needed to discuss daily operational issues and occurrences, all in accordance with the standards set forth in the Manual.

6.2.2 Regular Meetings. The CITY Manager or Primary Representative and SHERIFF shall meet together no less than once a month to review performance compliance with this Agreement. The frequency of such meetings may be altered by mutual agreement of the Parties as set forth in the Manual.

6.2.3 Schedule of Meetings. The regular time and regular place for the regular meetings shall be scheduled jointly between the CITY Primary Representative and SHERIFF. Modifications to the scheduled meetings may occur upon agreement of the CITY Primary Representative and the SHERIFF.

6.3 Reporting. In addition to the communication requirements set forth in Section 3.4, the SHERIFF shall report to the CITY as follows:

6.3.1 Significant Occurrences. As soon as practicable, the SHERIFF or his or her designee will notify the CITY Primary Representative and the CITY's Mayor in the event of a Significant Occurrence. As soon as practicable, the SHERIFF Public Information Officer or his or her designee will notify the CITY Communications Director, or his or her designee in the absence of the CITY Communications Director, in the event of a Significant Occurrence. Methodologies and timing for such required notifications shall be detailed in the Manual.

6.3.2 Report Format. The SHERIFF, through the Law Enforcement Liaison or SHERIFF (if not acting as Law Enforcement Liaison) will report monthly on criminal activity and on Services provided under this Agreement. The format for the reporting required hereunder shall be as mutually agreed upon by the CITY Primary Representative and by the Law Enforcement Liaison or SHERIFF and shall be detailed in the Manual. Any changes in the report format shall be mutually agreed upon in the same manner. The SHERIFF agrees to fulfill any additional reasonable reporting requests made by the City Council through the Law Enforcement Liaison or the SHERIFF.

6.4 Key Personnel

6.4.1 Notice of Change in Key Personnel. If the names of the persons assigned to fill any Key Personnel role change, the Law Enforcement Liaison shall inform the CITY Primary Representative within two business days of the date the Law Enforcement Liaison is aware of the change.

6.4.2 Vacancies in Key Personnel. The Law Enforcement Liaison or SHERIFF shall notify the CITY Primary Representative in writing immediately of any vacancies in any Key Personnel position. As soon as practicable after becoming aware of a vacancy or pending vacancy in a Key Personnel position, the CITY, through its Primary Representative, may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in filling such position. Nothing in this Section shall be construed to abrogate in whole or

in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce.

6.4.3 Personnel Issues. Based upon the COUNTY's representations herein and the CITY specifications herein regarding the Services, the COUNTY offers the CITY the following process by which the COUNTY will resolve issues of dissatisfaction by the CITY when a COUNTY employee is failing to effectively perform Services hereunder:

(a) The CITY Manager shall notify the SHERIFF should any personnel problem arise with regard to any personnel performing Services under this Agreement. The notification shall include the known facts which give rise to the problem.

(b) The SHERIFF may address the problem within the requirements of the law and the SHERIFF's policies. To the extent legally permissible, the SHERIFF shall provide the CITY Manager with a report outlining the actions taken, if any, by the SHERIFF to redress the personnel problem.

(c) If the actions taken by the SHERIFF fail to adequately redress the issue(s) identified as set forth in subsection (a), the CITY, through the CITY Manager, may request that the SHERIFF transfer or otherwise reassign such employee out of providing Services to the CITY and the SHERIFF shall thereafter take such action as the SHERIFF deems necessary but shall ensure that such employee no longer provides Services to the CITY.

(d) Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, or otherwise manage his or her workforce.

6.4.4 Internal Investigations In the event that SHERIFF personnel performing Services hereunder are involved in an incident for which an internal investigations complaint is received, such complaint shall be investigated according to then - current SHERIFF's policies. To the extent legally permissible, as to any such investigation that may draw press or other public relations attention to the Services arrangement contemplated by this Agreement, or which could trigger CITY liability to any third party, the SHERIFF shall notify the CITY Manager of the complaint and status of the investigation as soon as practical. To the extent legally permissible, such notice shall provide the CITY with sufficient detail to allow the CITY to render decisions about potential CITY liability or risk associated with the incident. The CITY shall direct any public relations inquiries it receives regarding any such reported internal investigation under this paragraph to the SHERIFF's Office for response. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce.

6.5 Subcontractors. The CITY and the SHERIFF agree to meet in advance and mutually agree on the qualifications and characteristics desired by the CITY for any key subcontractors which or who the SHERIFF may desire to engage to perform either regular or costly services under the direction of the SHERIFF pursuant to this Agreement. The SHERIFF will provide the CITY with advance notice, whenever

practical, of the SHERIFF's intent to engage a key subcontractor and the CITY may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in engaging such subcontractor.

## **SECTION 7. CITY RESPONSIBILITIES AND DELEGATION OF RESPONSIBILITY.**

7.1 Delegation of Municipal Police Power. The CITY hereby confers the authority on the SHERIFF to perform the Services described in **Exhibit A** of this Agreement, within the Incorporated Area and to act in all manners as the municipal police force for the CITY. The CITY confers municipal police authority on the SHERIFF and such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within the Incorporated Area for the purposes of carrying out this Agreement.

7.2 Hazards/Disaster/Emergency. The City hereby designates the SHERIFF as the All Hazards/Disaster/Emergency Manager for the CITY with full authority to act in that capacity pursuant to all federal, state, and local contracts, agreements, plans, grants, laws, rules and regulations. Nothing contained herein shall be construed as a delegation of the responsibilities placed on the CITY under C.R.S. §24-33.5-709 (as may be amended), or (a) to otherwise abrogate the CITY's authorities and responsibilities to declare local CITY emergencies or disasters or to otherwise act in accordance with the adopted City of Centennial Emergency Operations Plan or the Arapahoe County Emergency Operations Plan or revise the provisions of such plans when such revision is agreed to in writing by the SHERIFF and the CITY, or (b) to otherwise act in accordance with such other local emergency management plan or amendment thereto as may be adopted from time to time with the written approval of the SHERIFF and the CITY.

## **SECTION 8. RECORDS; OWNERSHIP OF DOCUMENTS AND WORK PRODUCT.**

8.1 Official Records. All records of the COUNTY or SHERIFF's Office, including public records as defined in the Colorado Open Records Act ("**CORA**") and criminal justice records as defined in the Colorado Criminal Justice Records Act ("**CCJRA**") and records produced or maintained in accordance with this Agreement, are to be retained and stored at the COUNTY offices and opened for public inspection in accordance with COUNTY and SHERIFF policies. CORA and CCJRA public records requests for such records shall be processed by the COUNTY and/or SHERIFF. For purposes of CORA and CCJRA, the SHERIFF is the custodian of all records produced or created as a result of this Agreement.

8.2 COUNTY Data Format. COUNTY electronic data created for the CITY or transmitted to the CITY in relation to the provision of Services under this Agreement should at all times be developed, maintained and transferred to the CITY, at the CITY's request, in a format compatible with CITY systems or usable by the CITY in order to seamlessly continue operations. The CITY Director of Technology and Innovation and the COUNTY Appointed IT Point of Contact, contemplated by Section 3.12(a), shall meet regularly at such intervals, places and times as agreed between the two, to ensure that, to the extent possible, data developed is usable for the CITY. Routine requests for data are within the scope of the Services of this Agreement and are compensated by payment of the Total Annual Fees. Extraordinary requests for data or information may be considered additional services and shall be requested and processed for approval as set forth in Section 3.2(a).

8.3 SHERIFF's Office Data Format. SHERIFF's Office electronic data created

for the CITY or transmitted to the CITY in relation to the provision of Services under this Agreement should at all times be developed, maintained and transferred to the CITY in a format as set forth in the Manual.

8.4 Data Sharing. In regard to criminal history information, investigations, traffic crash, vehicle registration information and like points of information as may be designated in the Manual, to the extent allowed by law, the COUNTY, through its SHERIFF, shall treat all agencies and departments of the CITY in a similar manner as a municipal police department would treat other departments and agencies of the municipality.

8.5 Ownership of Records. All criminal and internal affairs investigation and other personnel records produced as part of the provision of Services hereunder and any other records required by law to be in the ownership of the SHERIFF shall be owned by the SHERIFF. All SHERIFF's Office administrative or operational reports and compilations of data otherwise related to the provision of Services hereunder shall be owned by the SHERIFF until provided to the CITY as required by this Agreement.

## **SECTION 9. COMPENSATION AND BILLING PROCEDURE.**

9.1 Compensation. In consideration for the provision of Services described herein, including all support services as outlined in this Agreement, the CITY agrees to pay the COUNTY the Total Annual Fees as set forth on **Exhibit D** to this Agreement. The Parties agree that the Total Annual Fees on **Exhibit D** (and the associated services as set forth in **Exhibits A, B and C** and the Risk Sharing Costs on **Exhibit E**) shall be re-negotiated each year in accordance with the provisions of Section 9.4.

9.2 Total Annual Fees Calculation. Total Annual Fees shall be calculated as set forth on **Exhibit D**.

9.3 Billings.

9.3.1 Total Annual Fees shall be allocated and invoiced to the CITY equally over a twelve-month period for every calendar year this Agreement remains in effect. Any other amounts due to the COUNTY in accordance with this Agreement shall be billed and paid as and if incurred pursuant to the timeframes and billing procedures set forth in this Section 9.3.

9.3.2 The allocated Total Annual Fees will be billed by the COUNTY no later than the thirtieth (30th) day of the month. Payments by the CITY will be due within thirty (30) days of receipt of the billing.

9.3.3 All COUNTY invoices shall be sent directly to the CITY Primary Representative for review, approval and submission to the CITY Finance Department for payment.

9.3.4 The CITY Manager or his/her designee shall contact the COUNTY's Finance Director should there be any discrepancies in the invoice or invoices submitted. The CITY may dispute any invoiced amount and may request additional information from the COUNTY substantiating any and all invoiced amounts before accepting the invoice. When additional information is requested by the CITY, the CITY shall advise the COUNTY in writing, identifying the

specific item(s) that are in dispute and giving specific reasons for any request for information. If the CITY disputes an item or invoice and additional information is requested, the CITY shall pay the invoiced amount within thirty (30) days of acceptance of the item or invoice by the CITY following receipt of the information requested and resolution of the dispute. Undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement.

#### 9.4 Future Billing Rates.

9.4.1 Development of Annual Cost for Services and Exhibits A, B, C, D, and E. For 2018 and other years that this Agreement is in effect, the CITY and COUNTY representatives shall jointly develop a budget, including discretionary budget additions (“**Decision Packages**”), as a result of changes to Services or Service levels as outlined on **Exhibit A, B and C**, if any, changes to Risk Sharing Costs as outlined on **Exhibit E** in accordance with Section 13 of this Agreement, if any, and corresponding changes to **Exhibit D**.

9.4.2 Final Annual Agreement on Amendments to Exhibits. Final adoption of the budget (and corresponding **Exhibits A, B, C, D and E**) as outlined in this Section shall be effected by official action of approval by the CITY and the COUNTY as set forth in Sections 5 and 9.4.4 of this Agreement, and **Exhibits A, B, C, D, and E** shall then be replaced and superseded.

9.4.3 Mutual Participation and Consent. Throughout the budgeting process, the COUNTY shall allow the CITY’s representatives to participate in COUNTY and SHERIFF processes for determining the cost of providing Services and Risk Sharing Costs, and the CITY shall allow the SHERIFF or the Law Enforcement Liaison (if other than the SHERIFF) to participate in the CITY’S determination of available funding and Service needs. During the course of any calendar year for which **Exhibits A, B, C and D** were finalized in the preceding year, any increase or decrease in Services or the level of Services will result in a corresponding increase or decrease in the cost to the CITY, and the Parties must agree in writing to any such amendment to the costs, Services or Service levels associated with any such change prior to such modification. Nothing in this Section shall be construed to require the CITY to pay any amounts in excess of Total Annual Fees, or the SHERIFF to provide any additional services or level of services, without the CITY and the COUNTY’s’ prior written agreement.

9.4.4 Annual Schedule. Subject to further requirements as set forth in the Manual, the schedule for development of the annual budget (and resulting **Exhibits A, B, C, D, and E**) shall be:

- (a) At least sixty (60) days in advance of the CITY’s annual Springtime CITY Council budget workshop, the SHERIFF and CITY representatives shall meet to discuss current budget and Services, preliminary revisions to Services and Service levels, if any, preliminary revisions to Risk Sharing Costs, if any, and preliminary budget impacts, with a written proposal related to the Services and Service levels (a proposed **Exhibits A, B, C, D and E** for the ensuing year) to be prepared by the COUNTY in advance of the meeting.

(b) Based on such discussions, the COUNTY, in collaboration with the SHERIFF, will provide a preliminary budget to the CITY Primary Representative no later than August 1st of each year (or in accordance with CITY budget schedule as such schedule is developed each year).

(c) In order to allow the Parties to adopt annual budgets by December 15<sup>th</sup> of each year, a revised preliminary budget for the ensuing year shall be discussed and available to both Parties by October 1st of each year

(d) The CITY Council, by such action as is contemplated under Section 5 of this Agreement and in accordance with the considerations and obligations set forth herein shall consider for approval **Exhibits A, B, C, D and E** in their then-current form at the time it approves its annual budget for the next ensuing year, usually by December 15<sup>th</sup> of the year, subject to the adjustments contemplated in subsection (f) hereof.

(e) The COUNTY Board of County Commissioners, by such action as is contemplated under Section 5 of this Agreement and in accordance with the considerations and obligations set forth herein, shall approve a final budget for the SHERIFF Office by December 15<sup>th</sup> of each year and shall approve a final of the **Exhibits A, B, C, D and E** for the ensuing year by no later than December 30<sup>th</sup> of each year.

(f) If the final COUNTY approval of **Exhibits A, B, C, D and E** for the ensuing year varies from what the CITY Council approved pursuant to Subsection (d), then, in January of each year following the action of the COUNTY Board of County Commissioners as described in subsection (e) above, the CITY Council, by such action as is contemplated under Section 5 of this Agreement and in accordance with the considerations and obligations set forth herein, shall consider approval of a final of the **Exhibits A, B, C, D and E** for the then-current year, and, if necessary, amend the CITY budget for the then-current year. If the final COUNTY action approving **Exhibits A, B, C, D and E** for the next ensuing year by December 30<sup>th</sup> would result in an increase or decrease of the CITY budget for Total Annual Fees payable under this Agreement for the relevant year, the parties agree to negotiate in good faith to reach consensus on **Exhibits A, B, C, D and E** for the then-current year. If the parties are unable to negotiate a consensus on **Exhibits A, B, C, D and E**, they shall engage in mediation regarding the same, utilizing a mediator mutually agreed upon by the Parties. If the parties are unable to reach a consensus either through good faith negotiations and/or mediation within three (3) months of the COUNTY action approving **Exhibits A, B, C, D and E**, the parties may mutually agree to continue negotiations or either Party may give notice of the intent to terminate the Agreement as set forth in Section 11.2.3. During the pendency of such negotiations and/or mediation, the CITY shall pay the COUNTY a monthly pro-rated amount of Total Annual Fees at the rate as budgeted and appropriated by the Council for the then-current year and, upon completion of the negotiations and final approval of **Exhibits A, B, C, D, and E**, the parties will reconcile

and, as appropriate, make up any overages or deficiencies with the next monthly installment due after the Exhibits are finalized.

9.4.5 Annual Market Compensation Survey. Commencing for Service year 2018 (to be conducted in 2017), the COUNTY will engage in an annual market compensation survey of law enforcement positions matching as closely as possible the duties of SHERIFF's office personnel providing Services to the CITY hereunder. The Parties agree that attracting and retaining qualified and quality SHERIFF's personnel is in the best interest of both Parties and the Parties will strive to increase compensation as needed to remain reasonably competitive and attract and retain such personnel. The survey contemplated hereunder shall be completed by August 1<sup>st</sup> of each year in which it is to be conducted and the COUNTY will share the market compensation data collected with the CITY as part of the annual budget development process.

9.4.6 Annual Updated Equipment Useful Life/ Replacement Schedule. The COUNTY will deliver annually to the CITY, in advance of discussions to set Total Annual Fees for the next ensuing year, an annually updated capital equipment useful life/replacement schedule listing that equipment for which the COUNTY will seek CITY contribution toward replacement costs. The COUNTY and the CITY shall include annually, on **Exhibit D**, an agreed upon list of the equipment which constitutes capital equipment as referenced in this paragraph. It is anticipated that scheduled replacement costs for such capital equipment used to provide Services under this Agreement shall be estimated by the COUNTY and apportioned over the life of the equipment. The COUNTY shall provide the CITY annually with the replacement date(s) and estimated replacement costs for all capital equipment listed on the capital equipment useful life/replacement schedule.

9.4.7 Future Annual Budgetary Amounts. The Parties acknowledge that changes in Services or Service levels or changes in costs to the COUNTY of providing the same Services or Service levels may affect future amounts of Total Annual Fees to be paid by the CITY hereunder (either by increasing or decreasing in correspondence with the changes in costs, Services or Service levels). The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate within budgetary limitations that require both entities to reasonably fund the Services contemplated hereunder while being at all times conscious of costs and of the responsibility to maintain the level and quality of the Services as contemplated by this Agreement. The obligations of the SHERIFF to provide the Services hereunder are conditioned on the CITY funding the Services at a minimum at a level that ensures that the SHERIFF's Office is able to (a) adequately protect the public safety or the safety of any law enforcement or public safety personnel, and (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. The expectation of the Parties is that the costs to the CITY for each personnel position or for each item of budgeted equipment will be the same as the cost paid by the COUNTY per position or item. Any increase in the costs for each item budgeted as part of the fees identified and adopted on **Exhibit D** for any year of Services hereunder over prior year budgeted fees shall be at all times limited to a percentage no greater than the percentage increase over previous year budget amounts that the COUNTY will approve for its own COUNTY budget for

SHERIFF Services for the same budgeted item(s). This COUNTY percentage increase limit shall not be applicable to any new costs that are required because federal or state law imposes a law enforcement or public safety obligation on municipalities not otherwise imposed on counties or because the CITY has directed the SHERIFF to provide Services over and above those provided in the COUNTY or at a level higher than those provided in the COUNTY. Any changes in the Risk Sharing Costs as adopted on **Exhibit E** for any year of Services over prior year budget shall be determined in accordance with Section 13 of this Agreement.

9.4.8 Negotiation of Annual Budgetary Amounts. The Parties understand that preliminary budget estimates for the ensuing year from the COUNTY are subject to change prior to December 30<sup>th</sup> of each year. The preliminary budget (and corresponding preliminary Exhibit D outlining Total Annual Fees) shall be developed with full consideration of the CITY's available funding and Service needs, and the COUNTY's cost of providing Services. Upon receipt of the initial draft preliminary budget (which, in accordance with Section 9.4.4(b), is due to the CITY by the COUNTY by August 1st of each year), the CITY Primary Representative and the Law Enforcement Liaison and other staff deemed appropriate by either Party will meet and attempt to negotiate any necessary revisions to Services or Service levels to accomplish decreases in Total Annual Fees requested by the CITY.

9.4.9 Corrections to Budget. When the payment due hereunder for any budgeted item is based on an allocation of costs methodology and the allocation of costs methodology is determined to be incorrect, the amount paid by the CITY shall be adjusted accordingly for any year subject to the review and mutual consent of the Parties, which consent shall not be unreasonably withheld or denied.

9.5 Fee Collection. Any fees and amounts which are due to the CITY's law enforcement provider under C.R.S. §42-4-1409(9), as amended, or any other statute or law which requires payments of fees or amounts to a municipal law enforcement agency, if collected by the COUNTY or SHERIFF, shall either be remitted to the CITY or credited against the payments due from the CITY, as determined appropriate by the accountants and auditors of the Parties.

9.6 Credits. In the event that the COUNTY or SHERIFF receives grants or other rebates, incentives, restitution, insurance proceeds or other funds from any source, which funds are used to pay for the provision of Services or any other costs for which the CITY is otherwise directly obligated to pay hereunder, the COUNTY shall disclose receipt of such funds to the CITY Primary Representative and, unless restricted by law or the terms of the grant or other funding source, shall credit the CITY with such amount against any payments due to the COUNTY hereunder.

9.7 All Hazards/Disaster/Emergency Management Services.

9.7.1 Deployment of Assets in Emergency. The Parties recognize that certain All Hazards/Disaster/Emergencies may occur which result in the CITY's need for the SHERIFF to provide emergency management or disaster services. In accordance with Section 7.3 of this Agreement, the CITY grants to the SHERIFF

the authority, as the CITY's All Hazards/Disaster/Emergency Manager, to deploy any qualified and immediately available assets, to include public or private sector assets, which assets shall be accountable to the SHERIFF in the best public interests of the community, at a cost of up to \$300,000, with the prior approval of the Mayor and/or CITY Manager whenever possible. Although every effort will be made to consult with the CITY prior to deploying such emergency asset(s), if circumstances so require, the deployment of available emergency assets costing up to \$300,000 may be accomplished immediately, with subsequent notification to the CITY Manager, or the CITY Primary Representative if other than the CITY Manager in the absence of the CITY Manager, as soon as practicable. If deployment of assets costing in excess of such amount are required, in accordance with CITY policy, approval of CITY Council or such other officer of the CITY as the CITY Manager may designate by notice to the COUNTY, is necessary. The CITY shall not be responsible for fees for any emergency services not authorized by the CITY in accordance with this paragraph.

9.7.2 Subcontracted Work During Emergency. In accordance with Federal Emergency Management Agency or other potential funding source requirements, in the event subcontracted work (from either the private sector or public sector, including the COUNTY) becomes necessary in times of All Hazards/Disaster/Emergency, the CITY shall reimburse the COUNTY for any subcontracted work based on the actual subcontract amount incurred and paid by the COUNTY (excluding amounts reimbursed by another entity). In addition, the CITY agrees to pay the actual administrative and other costs incurred by the COUNTY (and not paid or reimbursed by any other entity) for creating and monitoring all records generated during an All Hazards/Disaster/Emergency, as well as other reasonable and actual costs incurred by the COUNTY in service to the CITY during an All Hazards/Disaster/Emergency. The COUNTY will keep a record of the time spent by crews and the monies expended in providing services in accordance with this Section and the CITY shall have the right to audit as otherwise provided in this Agreement.

9.7.3 Impact on Budget. In the event the SHERIFF authorizes services in accordance with this Section, to the extent that the cost of such services is not reimbursed by another entity and to the extent possible and desired by the CITY, the Parties shall meet to discuss whether any approved budgeted amounts for Services could be reduced to compensate for All Hazards/Disaster/Emergency expenses which will cause the annual cost to the CITY for Services to exceed the Total Annual Fees. No modification of Services will be made which results in Services or Service levels not meeting the standard set forth in Section 9.4.7 of this Agreement or without the mutual written agreement of the Parties.

## **SECTION 10. ANNUAL FINALIZED PRIOR YEAR BUDGET, AUDITS AND INSPECTIONS.**

10.1 Annual Finalized Prior Year Budget. Annually, by May 1 of each ensuing year following any fiscal year during which this Agreement is in effect, the COUNTY shall provide to the CITY a finalized prior year budget for the SHERIFF's Office comparing SHERIFF office budget in the prior year related to Services under this Agreement to actual expenditures related to Services under this Agreement. The format of this annual report shall be as mutually agreed upon in writing by the CITY, SHERIFF and COUNTY

Finance representative. The first report under this subsection shall commence on May 1, 2019.

10.2 Audits and Inspections. To the extent allowed by law, the records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY, or the designee of either during the term of this Agreement and three (3) years after termination. The cost of any audit or review shall be borne by the requesting Party. In addition, at the CITY's cost, the CITY shall have the right to conduct, either itself or through a designee, an audit of the Services provided to the CITY and associated costs. The Parties shall make available for inspection and review by the auditor selected by the requesting Party all information relevant to the matter under audit. Any such inspections or audits shall be conducted during normal business hours or at reasonable times and, when possible, with prior notification to the Party being audited or inspected. Without limiting the foregoing, it is the intent of the CITY to conduct such audits in years 4 and 8 of this Agreement. During such audits, the Parties agree to review the insurance requirements of Section 15 and the risk sharing allocations of Section 13. Any mutually agreed upon amendments to such provisions shall be approved in accordance with Section 23.

## **SECTION 11. DURATION, TERMINATION AND TRANSITION.**

### 11.1 Term.

11.1.1 Initial Term. Unless earlier terminated in accordance with Section 11.2, this Agreement shall remain in full force and effect from 12:01 a.m. on January 1, 2018 ("**Effective Date**") until midnight December 31, 2022 ("Initial Term").

11.1.2 Renewal Term. The Agreement shall be renewed automatically for an additional five-year term commencing 12:01 a.m. on January 1, 2023 and ending at midnight on December 31, 2027 ("Renewal Term") unless either Party provides written notice to the other Party by December 31, 2021 of its intent to terminate the Agreement.

11.1.3 Continuing Service. If either Party elects to not renew or terminate the Agreement on or before December 31, 2021, the CITY may request, and the COUNTY and SHERIFF shall agree, to an extension of this Agreement and to continue to provide Services hereunder through December 31, 2023, at a cost consistent with the Total Annual Fees for Service determined in accordance with the provisions of Sections 5, 9, and 13 of this Agreement. Any such request by the CITY shall be made as part of the written notice provided to the COUNTY under Section 11.1.2 or as part of a separate written notice to the COUNTY by January 31, 2022.

### 11.2 Termination.

11.2.1 CITY Right to Termination upon Change of SHERIFF. In the event of the election or appointment of a new SHERIFF other than the person elected to fill such role as of the Effective Date of this Agreement, and within 180 days of the date of such event, the CITY shall have the right to terminate this Agreement with at least 365 days' notice in the event that the CITY is not satisfied that the policies, vision or management services of the new SHERIFF align with the CITY

vision, policy or goals for law enforcement or public safety services within the CITY.

11.2.2 Bilateral Right to Termination if Major Claims Paid or Incurred Exceed Risk Sharing Cap. If the Parties are unable to come to an Agreement as contemplated in Section 13.3.7, then either the CITY or the COUNTY shall have the right to terminate this Agreement with at least 547 days' notice to the other.

11.2.3 Bilateral Right to Terminate if Parties Fail to Mutually Approve Exhibits. If the parties are unable to come to an Agreement (either through negotiations and/or mediation) regarding the Total Annual Fees and/or Services memorialized through the annual approval of **Exhibits A, B, C, D and E**, as contemplated in Section 9.4.4(f), then either the CITY or the COUNTY shall have the right to terminate this Agreement with at least 547 days' notice to the other.

11.2.4 Parties' Right to Terminate for Non-Performance, Right to Cure. Either Party may terminate this Agreement should the other Party fail to materially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall: (a) specify the non-performance, (b) provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and (c) state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. Except for a failure of the CITY to pay, in no event shall the Agreement terminate sooner than 365 days from the date the demand to cure the non-performance is delivered. If the non-performance involves a failure of the CITY to pay Total Annual Fees due, the COUNTY may terminate the Agreement within 30 days, and the CITY shall be liable to the COUNTY for all due and unpaid compensation under this Agreement to the date of termination. Provided that notice of non-performance is provided in accordance with this Section, nothing in this Section shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

11.3 Other Providers. Nothing herein shall prohibit the CITY, at any time, from pursuing any process for evaluating or selecting service providers to provide Services (including a CITY police force) upon the termination of this Agreement.

11.4 Transition.

- A. Transition Plan. Recognizing that either Party may elect not to renew the Agreement, to terminate as allowed under this Agreement or to make a future change in the model of how law enforcement services are delivered, the Parties agree to develop a comprehensive transition plan, within the twelve (12) months from the date that either Party provides notice of such intent to terminate, not renew or change the model of delivery of law enforcement services. The comprehensive transition plan will govern the process of transfer of responsibility for delivering Services from the COUNTY, through the SHERIFF, to the CITY or to another service provider. It is understood the transition plan is intended to protect the COUNTY, SHERIFF, and CITY from unforeseen impacts to residents of Arapahoe County and the City of Centennial as well as employees performing services. The transition plan will consider such things as: maintaining service

levels, opportunities for scale efficiencies, employee transition, and capital acquisition. The transition plan will be developed and formally approved by the CITY, the SHERIFF and the COUNTY. Although a comprehensive transition plan shall only be triggered by actual notice of either Parties' intent to terminate, not renew or change the model of law enforcement service delivery, the SHERIFF and CITY Primary Representative will nevertheless make a good faith effort to identify the major guiding components for the framework of a successful transition on or before December 31, 2021.

- B. The COUNTY (to include the SHERIFF) shall use its best efforts to mitigate any costs incurred in the development or review and revision of any transition plan and the transition. All costs associated with the transition plan development and the transition to be paid by the CITY shall be approved in writing by the CITY Manager and shall be actual costs to or incurred by the COUNTY without administrative mark-up.
- C. Any comprehensive transition plan shall take into consideration CITY contributions made to capital investments to support operations of the SHERIFF's Office for vehicles, equipment, etc., and a credit or buyout plan shall be fairly determined and agreed to between the parties. .
- D. At all times, the SHERIFF shall treat the CITY law enforcement agency as may come into existence in like manner as the SHERIFF would treat any other similar law enforcement agency concerning the sharing of criminal records or other law enforcement data.

## **SECTION 12. ANNUAL APPROPRIATION.**

The Parties understand and acknowledge that each of the CITY and COUNTY is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2017, is dependent upon the CITY and the COUNTY appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year.

## **SECTION 13. INDEMNIFICATION AND DEFENSE.**

### **13.1 COUNTY Indemnity.**

13.1.1 To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. (“CGIA”), the COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder (to include without limitation claims under the Americans with Disabilities Act), regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising from or in any way related to any incident or matter arising in or on COUNTY jail or detention facility property(ies).

13.1.2 Whenever any third party (a) files a written notice of claim against the CITY or COUNTY (as required under C.R.S. §24-10-109, and as may be amended from time to time) for damages related to the Services provided under this Agreement, (b) serves the CITY or COUNTY with a summons and complaint related to the Services provided under this Agreement, or (c) otherwise makes any claim for damages against the CITY or COUNTY related to the Services provided under this Agreement (such claim, notice of claim or service of a complaint shall be referred to jointly in this Section as a “Claim”), such Claim shall be received by and acted upon by the COUNTY’s Risk Management and Legal Department. The COUNTY shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA or other law. The CITY shall promptly forward all such Claims it may receive to the COUNTY Attorney.

13.1.3 In the event that the CITY, its employees, or elected officials are named in any Claim, the COUNTY shall be the responsible party for defense or indemnification under this Agreement.

13.1.4 For any Major Claim (as defined below in Section 13.3.3) the COUNTY Attorney shall consult with the CITY Attorney’s Office upon receipt of such Major Claim or potential Major Claim and shall report regularly to the CITY Attorney’s Office the status of any investigation or positions taken in regard to same as agreed to by the CITY Attorney and the COUNTY. Action upon such Major Claims may include but not be limited to payment in whole or part, but only with the written consent of the CITY.

13.1.5 In no event will the COUNTY be responsible for a claim against the CITY which arises from Services not performed by the COUNTY, as long as such Services are not the obligation of the COUNTY to perform under this Agreement. In addition, nothing in this Agreement is intended to limit the COUNTY’S or the CITY’s immunities or defenses.

13.2 CITY Indemnity. To the extent authorized by law, and without waiving the provisions of the CGIA, the CITY shall defend, indemnify and save harmless the

COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or resulting from the acts or omissions of the CITY, its officers, employees or agents (other than the COUNTY or SHERIFF) associated with this Agreement. Any such claims by third parties based on the acts or omissions of the CITY, its officers, employees, or agents (other than the COUNTY or SHERIFF) shall be received and acted upon by CITY management. The COUNTY shall promptly forward all such claims it may receive to the CITY Attorney.

13.2.1 In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

13.3 Risk Sharing Costs and Exhibit E. In consideration for the indemnification and defense obligations of the COUNTY contained herein, the CITY shall pay as part of the Total Annual Fees provided for under **Exhibit D**, an annual amount as set forth on **Exhibit E** ("**Risk Sharing Costs**"). Both **Exhibits D** and **E** shall be replaced and superseded annually in accordance with this Agreement. Such annual Risk Sharing Costs amount shall be paid to the COUNTY as in Section 9 and shall be based upon all of the following:

13.3.1 Insurance costs: The CITY's allocation of the SHERIFF's Office allocation of total premium costs incurred by the COUNTY for the following insurance coverage plus a similarly allocated cost of a brokerage/consulting fee:

Property  
Excess liability (after first \$400,000 per claim)  
Boiler & machinery  
Public dishonesty (crime) coverage  
Excess worker's comp  
Self Insurer's Bond

(a) The CITY's allocation of premium costs (with the exception of premium costs related to Property insurance coverage) shall be shown on Section A of **Exhibit E** and shall be an amount determined by multiplying total COUNTY insurance costs for each coverage type listed above by a percentage (equal to the total number of full-time employees of the SHERIFF's Office divided by the total number of full-time employees for the COUNTY in the prior year) multiplied again by a percentage (equal to total amount charged to the CITY under **Exhibit D** of the relevant year divided by total SHERIFF's Office Budget in the relevant year).

(b) The CITY's allocation of premium costs related to Property insurance coverage shall be shown on Section A of **Exhibit E** and shall be an amount determined by multiplying total COUNTY premium cost for

such coverage by a percentage determined by dividing total square footage of real property occupied by the SHERIFF's Office by the total square footage of all real property occupied by all COUNTY offices.

13.3.2 Minor Claims: For purposes of this Agreement, a Minor Claim shall mean any claims paid, or amounts incurred by the COUNTY related to the SHERIFF's Office (excluding detention-related claims or amounts), including but not limited to damage to COUNTY property (also excluding detention related property), for which the total amount paid or incurred, is less than \$60,000 ("**Minor Claims**").

(a) For Minor Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Minor Claims, multiplied by the percentage which is determined as follows:

Total amount payable to the COUNTY under **Exhibit D** divided by an amount that is equal to the total SHERIFF's Office Budget minus the amount related to detention-related services.

13.3.3 Major Claims: For purposes of this Agreement, a Major Claim shall mean any Claim in which the COUNTY paid (in settlement (subject to CITY approval as set forth in Section 13.1.4) or judgment) and/or incurred (including, but not limited to property damage or costs related to the defense or investigation of a Major Claim) an amount in excess of \$60,000, and where (a) the CITY is a named party, or (b) where the CITY is not a named party, but where the circumstances that form the basis of the Claim occurred within the CITY and/or involve COUNTY employees assigned to perform services under this Agreement or (c) the Claim otherwise directly relates to the Services provided or to be provided to the CITY under this Agreement ("**Major Claims**"). Major Claims shall not include amounts paid by the COUNTY's liability insurer related to the same.

(a) For Major Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Major Claims incurred by the COUNTY related to the provision of Services under the Agreement only to the amount necessary to make the COUNTY whole on out of pocket costs for Major Claims.

13.3.4 Staff Time: The CITY's allocation of the COUNTY's total cost for staff time involved in processing Minor Claims (such staff time for Major Claims being included in the calculation under subsection (C) of **Exhibit E**). The Parties agree that the CITY's allocation of such costs shall be calculated under this Agreement by apportioning to the CITY ten (10) percent of the then-current salary and benefits of the COUNTY Risk Manager, ten (10) percent of the then-current salary and benefits of a COUNTY claims administrator or paralegal (or other staff person assigned to assist with claims), and thirty (30) percent of the then-current salary and benefits of an attorney assigned to review and/or handle such Minor Claims on behalf of the SHERIFF's Office. For each subsequent year of this

Agreement these percentages will remain the same, unless the parties mutually agree to amend the percentages.

13.3.5 Data Used in Calculating Exhibit E. Data used in calculating **Exhibit E** shall be actual or budgeted numbers for the last relevant calendar or budget year.

13.3.6 Limitation on Increase in Annual Risk Sharing Costs. At all times, the annual Risk Sharing Costs shall not exceed an annual limitation (“**Risk Sharing Cap**”). For Service year 2018, the Risk Sharing Cap shall be \$1,000,000. For each year of Service beyond Service year 2018, the annual Risk Sharing Cap shall increase from the prior year by the same percentage that the COUNTY’s annual insurance premiums increase. The Risk Sharing Cap calculation shall be set forth on Exhibit E.

13.3.7 Conference When Annual Risk Sharing Cap Reaches Threshold. The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate to limit exposure to liability to ensure that both entities can continue to reasonably and responsibly fund all necessary governmental services. Notwithstanding the foregoing Risk Sharing Cap, the Parties agree to meet in good faith to negotiate how to handle any circumstance where (a) the COUNTY incurs a judgment on any Major Claim that either exceeds the amounts covered under the COUNTY’s liability insurance policies, or (b) it is anticipated that the COUNTY will, as a result of the combination of the three-year Major Claim Risk Sharing Costs Allocation and the Risk Sharing Cap, not recoup all of its out of pocket expenditures incurred on one or more Major Claims for three (3) consecutive years under the Agreement.

#### **SECTION 14. NO THIRD-PARTY BENEFICIARY.**

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

#### **SECTION 15. INSURANCE.**

To protect against certain liabilities that may arise while providing and receiving Services under this Agreement, and in part to assure that the Parties are capable of fulfilling the indemnification obligations specified herein, the Parties shall maintain the following insurance coverages during the term of this Agreement and for two years following termination.

15.1 Required Policies. Each of the CITY and the COUNTY shall procure and maintain the following insurance coverage, with insurers with an A- VII or better rating as determined by Best Key Rating Guide, at their own expense. The CITY and COUNTY agree that the CITY’S participation in a public entity self-insurance pool, and the COUNTY’s self-insurance up to \$400,000, coupled with excess insurance coverage, shall satisfy this requirement.

15.1.1 Commercial General Liability insurance with minimum combined single limit of \$10,000,000 (ten million dollars) each occurrence and \$10,000,000 (ten million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability coverage. The COUNTY's policies shall include law enforcement coverage. The Parties agree, at a minimum in years four and eight of this Agreement (2021 and 2025) to jointly review the insurance requirements of Section 15 to ensure that liability risk is minimized to a prudent level to protect the assets of each party. Any mutually agreed upon amendments to such provisions shall be approved in accordance with Section 23.

15.1.2 Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each occurrence for vehicles owned by each respective Party. The COUNTY shall insure vehicles owned by the COUNTY; the CITY shall insure vehicles owned by the CITY. Vehicles used in the provision of Services under this Agreement shall remain in the ownership of the COUNTY.

15.1.3 Public Officials' Liability Insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per occurrence and aggregate.

15.1.4 The COUNTY shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing Services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence to the CITY. Each of the CITY and the COUNTY is responsible for the required and necessary workers' compensation coverage on their respective employees.

15.2 Claims Made Policies. The CITY's required coverage for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance is provided on a "Claims Made" policy, and the CITY shall maintain "tail" coverage for such policy for a two-year period following the expiration of this Agreement, subject to availability under and terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of January 1, 2001 or earlier, subject to availability under and terms and conditions of existing policies.

15.3 Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under any policy required. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

15.4 Certificates. Each Party shall provide the other with Certificates of Insurance for the coverages required under this Section at least thirty (30) days prior to the

beginning of the term of this Agreement and notice at least thirty (30) days prior to any expiration of coverage. The Certificate will confirm that the carrier(s) will provide the Certificate holder with thirty (30) days written notice prior to the effective date of any cancellation, non-renewal or any other material change.

15.5 Governmental Immunity. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections (“**Protections**”) provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time (“**CGIA**”) or otherwise available to the Parties for federal claims. If either the CITY or the COUNTY waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, the waiving Party shall indemnify and hold harmless the non-waiving Party.

**SECTION 16. SUBROGATION.**

The Parties agree to waive the right to subrogation to the limited extent of the obligations for indemnification and defense as provided in Section 13 of this Agreement.

**SECTION 17. NON-DISCRIMINATION.**

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

**SECTION 18. ASSIGNMENT.**

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

**SECTION 19. NOTICE.**

Formal notice or communication to be given by COUNTY or SHERIFF to CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF CENTENNIAL  
13133 East Arapahoe Road  
Centennial, Colorado 80112  
Attention: City Manager

with a copy to be mailed to each of the CITY Attorney and the Mayor at the same address.

Formal notice or communication to be given by CITY to COUNTY or SHERIFF under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

ARAPAHOE COUNTY  
5334 South Prince  
Littleton, Colorado 80166-0001

Attn: County Attorney

and

ARAPAHOE COUNTY SHERIFF'S OFFICE  
13101 Broncos Parkway  
Centennial, CO 80112  
Attn: Sheriff

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

**SECTION 20. WAIVER.**

No waiver by the CITY, COUNTY or SHERIFF of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**SECTION 21. ENTIRE AGREEMENT.**

This Agreement and the City of Centennial Emergency Operations Plan and the Arapahoe County Emergency Operations Plan (as they affect the CITY), as in effect and as may be amended from time to time by written authorization of the Parties, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose.

**SECTION 22. SURVIVAL UPON TERMINATION.**

Any obligations which are required to be fulfilled even after termination of the Agreement, to include without limitation those obligations on the Parties set forth in Sections 3.6, 8.1, 9.6, 10.2, 11.4, 13, and 15 shall survive termination of this Agreement.

**SECTION 23. AMENDMENT.**

Provisions of this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both the CITY and the COUNTY. Notwithstanding, operational processes and agreements consistent with this Agreement as set forth in the Manual may be amended by amendment of the Manual which shall require only the written consent of the SHERIFF and the CITY Manager.

**SECTION 24. GOVERNING LAW, VENUE AND ENFORCEMENT.**

This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the

interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**SECTION 25. CAPTIONS.**

The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**SECTION 26. FILING.**

Following its execution by the Parties, copies of this Agreement, together with the resolutions of the COUNTY Board of County Commissioners and the CITY Council approving this Agreement shall be filed with the CITY Clerk and the COUNTY Clerk and Recorder.

**SECTION 27. SEVERABILITY.**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 28. TERMINATION OF PRIOR AGREEMENT.**

As of the Effective Date, the Intergovernmental Agreement between Arapahoe County and the City of Centennial to Provide Law Enforcement and Public Safety Services, effective as of January 31, 2008, is hereby terminated.

**[The remainder of this page is left intentionally blank. Signature page follows]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

**CITY OF CENTENNIAL, COLORADO**

\_\_\_\_\_  
Stephanie Piko, Mayor

\_\_\_\_\_  
Matt Sturgeon, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk or Deputy City Clerk

For City Attorney's Office  
Approved As To Form (*Excluding exhibits*)

\_\_\_\_\_  
Maureen Juran, Deputy City Attorney  
\_\_\_\_\_

**COUNTY OF ARAPAHOE, COLORADO**

\_\_\_\_\_  
Jeff Baker, Chair,  
Board of County Commissioners

\_\_\_\_\_  
Tyler Brown, Sheriff  
Arapahoe County Sheriff's Office

ATTEST:

\_\_\_\_\_  
County Clerk or Deputy

**EXHIBIT A**  
**DESCRIPTION OF LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**  
**(This exhibit to be replaced annually for each year the Agreement is in effect)**

- A. The SHERIFF's Office shall provide the public safety services ("**Services**") under this Agreement:
1. In conformity with federal, state and local law, reactive patrol to enforce state law and CITY-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service. Violations of municipal ordinances shall be cited into the CITY's municipal court unless a conflict exists requiring such matter to be written into another court on a different charge.
  2. Proactive patrol to prevent and deter criminal activity.
  3. Proactive patrol at large CITY sponsored public events, to the extent in the SHERIFF's determination sufficient staffing is available and that such obligation is conditioned upon (a) the CITY providing reasonable notice to the SHERIFF regarding any event, and (b) such obligation is limited to a reasonable number of events. For purposes of this provision, the Parties agree a reasonable number of events shall mean 15. If additional events arise or if additional staffing is required, the Parties shall handle it as an Additional Service under Section 3.2 of the Agreement.
  4. Traffic patrol to enforce applicable traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic, parking or movement and vehicular registration.
  5. Investigation of all reported and discovered crimes by deputies (investigators) assigned to a criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
  6. Special operations services such as canine patrol, hostage negotiations, SWAT, participation in regional task forces as determined by the SHERIFF, and bomb disposal.
  7. Communications services, including call receiving, dispatch, and reports.
  8. Community service and community crime prevention deputies, including school resource officers.
  9. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
  10. Command and support staff.
  11. Administrative services including planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations,

media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other COUNTY agencies in support of the COUNTY SHERIFF's Office.

12. Legal advisor to the SHERIFF's Office.
  13. Emergency management/disaster services as deemed necessary protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the CITY Manager or his/her designee shall be contacted directly and immediately in the event of a declared or other emergency. Should the SHERIFF, acting for the COUNTY, undertake emergency management/disaster services he or she deems necessary without prior consultation of the CITY representative, the CITY representative will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports are to be provided separately and as regularly as needed during and after the emergency situation.
  14. Massage parlor and pawn shop code compliance checks and enforcement
  15. Liquor code and licensing compliance and enforcement and law enforcement liaison to liquor licensing hearing officer acting as local liquor licensing authority. Liquor code compliance checks to be performed as set forth in the Manual.
  16. Commencing January 1, 2018, bailiff services in the municipal court when in session.
  17. As and if budgeted by the CITY, security detail at CITY offices. "Security detail" shall not include responding to calls for service from or at CITY offices which shall be part of the Services provided hereunder.
- B. The COUNTY shall NOT be required to provide enforcement of general land use, nuisance or zoning provisions. The municipal ordinances for which the COUNTY SHALL provide services under this Agreement include:
1. All ordinances codified in Chapter 8 (Vehicles and Traffic) of the City of Centennial Municipal Code and any other ordinances that govern parking, placement, abandonment or operation of vehicles in or on public streets.
  2. All ordinances codified in Chapter 10 (General Offenses) of the City of Centennial Municipal Code,
  3. Section 11.5.2(B) (Illegal Parking of a Semi-Tractor, Truck or Semi-Trailer) of the Land Development Code as adopted by the CITY.

4. Police back-up for animal control and code enforcement or any other CITY department operating in its official capacity in the event of a dangerous or potentially dangerous situation or encounter.
  5. Information on the registration of motor vehicles or criminal histories at the request of the CITY management or code enforcement.
  6. Service of municipal summons, complaints and penalty assessments.
  7. Seizure of property related to CITY tax matters at the direction of CITY management.
- C. The COUNTY shall provide all resources, personnel, material and equipment necessary to satisfactorily render the Services described herein.
  - D. The COUNTY through the Law Enforcement Liaison shall participate in CITY executive team meetings at the request of the CITY Manager.
  - E. The COUNTY through the SHERIFF, at the request of the CITY Manager, shall provide a presence in the CITY's Civic Center on a regular basis.
  - F. The COUNTY through its Public Information Officer or designee shall participate in CITY branding and public information coordination meetings with the CITY Communications Director at the request of the CITY Communications Director.
  - G. The COUNTY, through the Law Enforcement Liaison, shall provide regular monthly data and reporting on Services included in this Agreement to the CITY Primary Representative, including participation in the CITY's Key Performance Measurement program. At least quarterly, such reporting shall address staffing levels, vacancies, budget spent, overtime costs, benefit costs, capitalized equipment costs and a depreciation schedule as well on an accounting of accrual of funds for replacements of capitalized equipment, and any other information as may be reasonably requested by the CITY.
  - H. In addition to the regular reporting required, the COUNTY shall respond in a timely manner to occasional reasonable requests from the CITY for additional data or information on the Services performed, invoices received, facts surrounding a particular matter or overall statistical data. Reasonable requests shall be requests for information that can be fulfilled by COUNTY by dedicating no more than approximately four hours of staff time to fulfilling.
  - I. In addition to reporting requirements otherwise required under this Agreement, the COUNTY shall provide the CITY with its annual report from CALEA, if any.
  - J. Should the CITY require future animal control enforcement services from the COUNTY through the SHERIFF's Office, the CITY and COUNTY agree to negotiate in good faith the terms and conditions under which enforcement of the CITY's animal control ordinance, codified at Article 7 of Chapter 7 of the City of Centennial Municipal Code, would be an Additional Service provided under this Agreement.

- K. The SHERIFF's Office shall promptly provide notice to the CITY of damage or casualty to any CITY property not caused by the COUNTY or SHERIFF, its officers, employees and agents, of which the SHERIFF's Office may become aware while providing Services under this Agreement.
  
- L. The SHERIFF's Office shall form a CITY Public Safety Advisory Group ("CPSAG") composed of at least eight (8) SHERIFF's Office appointed CITY residents and business representatives. The SHERIFF's Office will provide the list of proposed members to the CITY Representative for input before offering appointment (both initially and for any replacement appointees). The CPSAG shall meet at least quarterly to provide input and advise the SHERIFF about concerns with levels of service within the CITY, operations, budget and community safety programs. The SHERIFF will report at least twice a year to the CITY Representative on the input and initiatives of the CPSAG.

**EXHIBIT B**  
**PERFORMANCE STANDARDS**

**(This exhibit to be replaced annually for each year the Agreement is in effect)**

- A. The SHERIFF's Office shall maintain at all times for the duration of this Agreement, conformity with the standards in effect in 2016 for its accreditation by CALEA demonstrating the applicable standards promulgated by CALEA and required for such accreditation. The SHERIFF's Office shall maintain at all times for the duration of this Agreement accreditation by CALEA.
- B. The COUNTY regularly communicates Significant Occurrences prior to release of such information by the COUNTY to the public.
- C. The COUNTY implements within the Incorporated Area all SHERIFF's office policies and procedures and maintains a copy of current police procedures on file at the SHERIFF's Office location for the CITY's reference. The SHERIFF or Law Enforcement Liaison shall notify the CITY Manager of any procedures or changes that either supplement or affect the CITY's established goals and objectives for the Services.
- D. The COUNTY will regularly analyze call load data and adjust existing staffing to minimize response time and to increase visibility of law enforcement personnel in the community.
- E. The CITY and SHERIFF will work cooperatively to identify specific, attainable and relevant key performance measures ("KPMs") in the Manual that reflect the CITY's vision and goals for public safety. The COUNTY will strive to meet such KPMs and will report at least quarterly (or on such schedule as may be agreed to in the Joint Administrative Manual) to the CITY representative on its performance.

**City of Centennial Law Enforcement Contract  
Exhibit C-1 - 2019 Assigned Personnel\* (as amended on March 4, 2019)**

	2017 Total Authorized	2018 Budget Packages	2018 Commissioned Authorized	2018 Civilian Authorized	2018 Total Authorized	2019 Budget Packages	2019* Total Authorized	Difference***
<b>Public Safety</b>								
Community Resources	1.00	0.00	1.00	0.00	1.00	1.00	2.00	1.00
Impact	4.00	0.00	4.00	0.00	4.00	0.00	4.00	0.00
Investigations	30.00	0.00	27.00	3.00	30.00	3.00	33.00	3.00
Liquor Enforcement	0.75	0.00	0.75	0.00	0.75	0.00	0.75	0.00
Behavioral Health Responder Program	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00
Patrol	75.00	0.00	74.00	1.00	75.00	15.00	90.00	15.00
Bomb Squad								0.00
SWAT								0.00
Property and Evidence**	4.00	0.00	0.00	4.00	4.00	0.00	4.00	0.00
School Resources	8.00	0.00	8.00	0.00	8.00	0.00	8.00	0.00
Traffic	9.00	0.00	9.00	0.00	9.00	0.00	9.00	0.00
Victim Assistance	1.00	0.00	0.00	1.00	1.00	0.00	1.00	0.00
<b>Sub Total</b>	<b>132.75</b>	<b>0.00</b>	<b>123.75</b>	<b>9.00</b>	<b>132.75</b>	<b>20.00</b>	<b>152.75</b>	<b>20.00</b>
<b>Support Services</b>								
Budget and Logistics	2.00	0.00	0.00	2.00	2.00	0.00	2.00	0.00
Communications	16.00	1.00	0.00	17.00	17.00	2.00	19.00	2.00
Emergency Management	3.00	0.00	1.00	2.00	3.00	0.00	3.00	0.00
Human Resources	2.00	0.00	0.00	2.00	2.00	0.00	2.00	0.00
Internal Affairs	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00
Records	6.00	0.00	0.00	6.00	6.00	0.00	6.00	0.00
Telecommunications	1.00	0.00	0.00	1.00	1.00	0.00	1.00	0.00
Training	2.00	0.00	2.00	0.00	2.00	0.00	2.00	0.00
<b>Sub Total</b>	<b>34.00</b>	<b>1.00</b>	<b>5.00</b>	<b>30.00</b>	<b>35.00</b>	<b>2.00</b>	<b>37.00</b>	<b>2.00</b>
<b>Total</b>	<b>166.75</b>	<b>1.00</b>	<b>128.75</b>	<b>39.00</b>	<b>167.75</b>	<b>22.00</b>	<b>189.75</b>	<b>22.00</b>

\*2019 Assigned Personnel count does not include Crime Lab Services

\*\* Two Digital Evidence Technicians were moved to the Property and Evidence Section from the Crime Lab Section

\*\*\* 20 FTE added under the amended Exhibit C

**EXHIBIT C**

**Section 2:**

**COUNTY REPRESENTATIVES 2019**

Law Enforcement Liaison:	Public Safety Bureau Chief, Glenn Thompson
Public Information Officer:	Deborah Sherman
Liquor Enforcement and Liaison:	Sergeant Steve Binks
Massage Parlor Enforcement and Liaison:	Sergeant Steve Binks
Pawn Shop Enforcement and Liaison:	Sergeant Steve Binks
Traffic Sergeant:	Sergeant Darren Gammel
Emergency Management:	Nate Fogg, Emergency Manager
Records Custodian:	Records Supervisor, Beth Carman
County Appointed IT Point of Contact:	IT Director, David Bessen

**Schedule D - Final (as amended on March 4, 2019)**

	Final 2018 Salary & Benefit Cost	Final 2018 Operational Cost	Final 2018 Centennial Cost	2019 Adopted Salary & Benefit Cost	2019 Adopted Operational Cost	2019 Adopted Centennial Cost	Variance From 2018
<b>Public Safety</b>							
Community Resources	\$ 125,964	\$ 6,017	\$ 131,981	\$ 129,443	\$ 6,017	\$ 135,460	\$ 3,479
Impact	\$ 469,236	\$ 28,908	\$ 498,144	\$ 477,958	\$ 28,908	\$ 506,866	\$ 8,722
Investigations	\$ 3,445,640	\$ 273,711	\$ 3,719,351	\$ 3,566,683	\$ 248,063	\$ 3,814,746	\$ 95,395
Liquor Enforcement	\$ 66,229	\$ -	\$ 66,229	\$ 59,172	\$ -	\$ 59,172	\$ (7,057)
Patrol	\$ 9,194,417	\$ 1,677,023	\$ 10,871,441	\$ 9,309,130	\$ 1,923,604	\$ 11,232,734	\$ 361,293
Bomb Squad	\$ 13,515	\$ 52,366	\$ 65,881	\$ 18,306	\$ 39,379	\$ 57,685	\$ (8,196)
SWAT	\$ 37,608	\$ 40,226	\$ 77,834	\$ 37,608	\$ 54,938	\$ 92,546	\$ 14,712
Property and Evidence	\$ 159,671	\$ 11,410	\$ 171,081	\$ 276,923	\$ 14,718	\$ 291,641	\$ 120,560
School Resources	\$ 910,758	\$ 61,161	\$ 971,919	\$ 998,709	\$ 55,404	\$ 1,054,113	\$ 82,194
Traffic	\$ 1,043,198	\$ 113,002	\$ 1,156,200	\$ 1,073,779	\$ 121,720	\$ 1,195,499	\$ 39,299
Victim Assistance	\$ 78,676	\$ -	\$ 78,676	\$ 80,714	\$ -	\$ 80,714	\$ 2,038
<b>Sub Total</b>	<b>\$ 15,544,911</b>	<b>\$ 2,263,824</b>	<b>\$ 17,808,735</b>	<b>\$ 16,028,425</b>	<b>\$ 2,492,750</b>	<b>\$ 18,521,175</b>	<b>\$ 712,440</b>

	Final 2018 Salary & Benefit Cost	Final 2018 Operational Cost	Final 2018 Centennial Cost	2019 Adopted Salary & Benefit Cost	2019 Adopted Operational Cost	2019 Adopted Centennial Cost	Variance From 2018
<b>Support Services</b>							
Sheriff's Finance	\$ 201,158	\$ 204,975	\$ 406,133	\$ 213,885	\$ 240,898	\$ 454,783	\$ 48,650
Communications	\$ 1,232,870	\$ 16,507	\$ 1,249,377	\$ 1,392,179	\$ 14,144	\$ 1,406,323	\$ 156,946
Emergency Management	\$ 348,770	\$ 80,472	\$ 429,242	\$ 371,150	\$ 111,927	\$ 483,077	\$ 53,835
Human Resources	\$ 168,440	\$ 95,692	\$ 264,132	\$ 188,002	\$ 87,801	\$ 275,803	\$ 11,671
Internal Affairs	\$ 272,276	\$ 10,050	\$ 282,326	\$ 291,091	\$ 9,526	\$ 300,617	\$ 18,291
Records	\$ 352,378	\$ 36,684	\$ 389,062	\$ 394,255	\$ 33,896	\$ 428,151	\$ 39,089
Telecommunications	\$ 112,487	\$ 212,445	\$ 324,932	\$ 119,502	\$ 254,352	\$ 373,854	\$ 48,922
Training	\$ 286,729	\$ 102,781	\$ 389,510	\$ 289,009	\$ 105,900	\$ 394,909	\$ 5,399
<b>Sub Total</b>	<b>\$ 2,975,108</b>	<b>\$ 759,605</b>	<b>\$ 3,734,713</b>	<b>\$ 3,259,073</b>	<b>\$ 858,443</b>	<b>\$ 4,117,516</b>	<b>\$ 382,803</b>

	Final 2018 Salary & Benefit Cost	Final 2018 Operational Cost	Final 2018 Centennial Cost	2019 Adopted Salary & Benefit Cost	2019 Adopted Operational Cost	2019 Adopted Centennial Cost	Variance From 2018
<b>Crime Lab Services</b>							
Crime Lab Services	\$ 540,782	\$ 380,879	\$ 921,661	\$ 558,170	\$ 200,235	\$ 758,405	\$ (163,256)
<b>Sub Total</b>	<b>\$ 540,782</b>	<b>\$ 380,879</b>	<b>\$ 921,661</b>	<b>\$ 558,170</b>	<b>\$ 200,235</b>	<b>\$ 758,405</b>	<b>\$ (163,256)</b>

	Final 2018 Salary & Benefit Cost	Final 2018 Operational Cost	Final 2018 Centennial Cost	2019 Adopted Salary & Benefit Cost	2019 Adopted Operational Cost	2019 Adopted Centennial Cost	Variance From 2018
<b>2018/2019 Budget Packages</b>							
Communication Technician 1 FTE	\$ 69,747	\$ 1,987	\$ 71,734				\$ (71,734)
New Vehicle - Investigations	\$ -	\$ 37,774	\$ 37,774				\$ (37,774)
New Vehicle -Community Services Special	\$ -	\$ 63,214	\$ 63,214				\$ (63,214)
SSB - Comm Tech I and II - 2 FTE				\$ 147,235	\$ 3,990	\$ 151,225	\$ 151,225
INV - Centennial Intelligence Analyst 1 FTE				\$ 93,519	\$ 7,536	\$ 101,055	\$ 101,055
INV - Centennial Investigator 2 FTE				\$ 159,292	\$ 114,525	\$ 273,817	\$ 273,817
PATROL - Centennial Sergeant 2 FTEs				\$ 235,662	\$ 113,960	\$ 349,622	\$ 349,622
PATROL - Centennial Deputies 11 FTE				\$ 876,106	\$ 659,329	\$ 1,535,435	\$ 1,535,435
PATROL - Centennial Community Service Specialist 2 FTE				\$ 135,370	\$ 97,409	\$ 232,779	\$ 232,779
PATROL - Centennial Community Resource Deputy 1 FTE				\$ 79,646	\$ 85,679	\$ 165,325	\$ 165,325
Behavioral Health Response Program and Manager				\$ 102,816	\$ 290,756	\$ 393,572	\$ 393,572
<b>2018/2019 Budget Packages</b>	<b>\$ 69,747</b>	<b>\$ 102,975</b>	<b>\$ 172,722</b>	<b>\$ 1,829,646</b>	<b>\$ 1,373,184</b>	<b>\$ 3,202,830</b>	<b>\$ 3,030,108</b>

**Sheriff's Office Total** \$ 22,637,831 \$ 26,599,926 \$ 3,962,095

	Final 2018 Centennial Cost	2019 Adopted Centennial Cost	Variance From 2018
Indirect Costs	\$ 1,921,242	\$ 2,131,579	\$ 210,337
Vehicle Replacement Cost	\$ 122,724	\$ 229,098	\$ 106,374
Computer Replacement Costs	\$ 41,245	\$ 59,400	\$ 18,155
Liability Costs	\$ 174,143	\$ 182,017	\$ 7,874
<b>Sub Total</b>	<b>\$ 2,259,354</b>	<b>\$ 2,602,094</b>	<b>\$ 342,740</b>

**Littleton Reimbursement for SROs\*\*** \$ (211,075) \$ (207,370) \$ 3,705  
**SSB - Comm Tech I - 1 FTE - Credit\*\*\*** \$ (68,822) \$ (1,995) \$ (70,817) \$ (70,817)

\* Replacing a grant funded vehicle that has no replacement funds.

\*\* Littleton Public Schools has agreed to pay fifty percent (50%) of the salary and benefits for the School Resource Officers assigned to the Littleton Public Schools

\*\*\* 911 Authority will pay for the Comm Tech I 1 FTE position

**Total with Indirect Costs** \$ 24,686,111 \$ 28,923,833 \$ 4,237,722

The amount indicated above in the row entitled "Total with Indirect Costs" and in the column entitled "2019 Adopted Centennial Cost" shall be Total Annual Fees for 2019 and shall be paid in accordance with Sections 9.1 and 9.3 of the Agreement, except that the City shall be entitled to take a prorated credit for any time that the additional 2019 budgeted FTE positions remain vacant. Within five business days of the conclusion of any month in which such positions were vacant, the County shall report to the City, the number of days in the prior month that the position(s) were vacant and the prorated credit based on such days of vacancy that the City is entitled to claim as a credit on its next ensuing prorated payment of Total Annual Fees. The City shall reduce its next prorated monthly installment of Total Annual Fees accordingly.

**Exhibit D-Capital Cost**

**Equipment Annual Budget Needs - 2017-2025**

Equipment	Replacement Frequency	Purchase Year	Replace Year	Initial Cost	2017	2018	2019	2020	2021	2022	2023	2024	2025
Body Worn Cameras	Every 3 years	2016	2020	\$ 94,600		\$ 38,155	\$ 41,971	\$ 46,168	\$ 50,784	\$ 55,863	\$ 61,449	\$ 67,594	\$ 74,353
Mobile Data Computers	Every 4 years	2016	2020	\$ 400,000	\$ 110,000	\$ 121,000	\$ 133,100	\$ 146,410	\$ 161,051	\$ 177,156	\$ 194,872	\$ 214,359	\$ 235,795
Ballistic Helmets	Every 5 years	2017	2022	\$ 21,500	\$ -	\$ 4,730	\$ 5,203	\$ 5,723	\$ 6,296	\$ 6,925	\$ 7,618	\$ 8,379	\$ 9,217
Bomb Suit	Every 5 years	2017	2022	\$ 35,000	\$ -	\$ 7,700	\$ 8,470	\$ 9,317	\$ 10,249	\$ 11,274	\$ 12,401	\$ 13,641	\$ 15,005
			<b>Annual Savings Total</b>		<b>\$110,000</b>	<b>\$171,585</b>	<b>\$188,744</b>	<b>\$207,618</b>	<b>\$228,380</b>	<b>\$251,218</b>	<b>\$276,339</b>	<b>\$303,973</b>	<b>\$334,371</b>

Annual Adjustment            10.00%

**Year Replacement Cost Due**

Equipment	Replacement Frequency	Purchase Year	Replace Year	Initial Cost	2017	2018	2019	2020	2021	2022	2023	2024	2025
Body Worn Cameras	Every 3 years	2016	2019	\$ 94,600	\$ -	\$ -		\$ 126,293	\$ -	\$ -	\$ 168,096	\$ -	\$ 203,396
Mobile Data Computers	Every 4 years	2016	2020	\$ 400,000	\$ -	\$ -	\$ -	\$ 510,510	\$ -	\$ -	\$ -	\$ 747,438	\$ -
Ballistic Helmets	Every 5 years	2017	2022	\$ 21,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,877	\$ -	\$ -	\$ -
Bomb Suit	Every 5 years	2017	2022	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,009	\$ -	\$ -	\$ -
			<b>Annual Request Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$636,803</b>	<b>\$0</b>	<b>\$75,886</b>	<b>\$168,096</b>	<b>\$747,438</b>	<b>\$203,396</b>

**EXHIBIT E - 2019 Amended and Restated IGA**

The intent of the calculations in Exhibit E is to determine a cost for the County accepting and defending claims against the Sheriff's Office in the performance of their duties. The general methodology is to consider the costs to the County to provide this as part of the intergovernmental agreement and allocate a proportionate share to the City of Centennial related to the provision of law enforcement services.

**A. PREMIUM COST**

	County 2018 Insur. Cost	ACSO 2018 Insur. Cost	ACSO Centennial Allocation
Property	\$ 247,000	\$ 81,024	\$ 21,791
Excess Liability, All Lines	259,217	88,671	23,847
Boiler & Machinery	-	-	-
Public Dishonesty (Crime) Coverage	6,225	2,129	573
Excess Workers Compensation	125,513	42,934	11,547
Self Insurers Bond/Other	11,561	3,955	1,064
Cyber Liability	15,307	5,236	1,408
Brokerage/Consulting Fee	29,314	10,027	2,697
	<u>\$ 694,137</u>	<u>\$ 233,977</u>	<u>\$ 62,926</u>

**B. MINOR CLAIMS**

Year	Claims Incurred	Centennial Claim %	Centennial Allocation
2015	74,046	53.3%	39,467
2016	125,864	53.3%	67,085
2017	166,086	53.3%	88,524
Average	<u>121,999</u>	53.3%	<u>\$ 65,025</u>

**C. MAJOR CITY CLAIMS (Greater than \$60,000)  
(Includes legal expenses related to claims)**

Year	Claims/Legal Incurred
2015	-
2016	-
2017	-
Average	<u>-</u>

**E. ALLOCATIONS**

Total FTE for County 2018	2130.40
Total FTE for ACSO 2018	728.75
ACSO % of Total FTEs for 2018	34.2%

Total 2018 ACSO Budget	91,790,603
Total 2018 ACSO Centennial Budget	24,686,111
Centennial % of ACSO Budget	26.9%

Total 2018 ACSO Budget	91,790,603
LESS: 2018 Detentions Related	<u>45,475,119</u>
Remaining 2018 ACSO Budget	46,315,484
Total 2018 ACSO Centennial Budget	24,686,111
Centennial % of Non-Detention Budget	53.3%

**D. STAFF/ADMIN. TIME**

	Total Cost	ACSO Portion	Centennial Portion	Centennial Allocated Cost
Risk Manager	\$ 95,245	34.2%	10.0%	\$ 3,258
Paralegal	\$ 85,334	34.2%	10.0%	\$ 2,919
Attorney	\$ 159,630	100.0%	30.0%	\$ 47,889
				<u>\$ 54,066</u>

<b>F. TOTAL CENTENNIAL PORTION FOR ACSO LIABILITY</b>	<b>\$ 182,017</b>
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<b>G. ANNUAL RISK SHARING CAP</b>	<b>\$ 1,000,000</b>
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2017 Insurance Cost	2018 Insurance Cost	Risk Sharing Cost Increase
\$ 603,228	\$ 694,137	N/A