

PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
856 CASTELLO AVE.
FAIRPLAY, COLORADO
Thursday, October 17, 2019

9:30 AM CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

APPROVAL OF VOUCHERS

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

- .I. APPROVE/DENY IGA FOR MUTUAL AID BETWEEN THE PC SHERIFF'S OFFICE & TOWN OF FAIRPLAY POLICE DEPARTMENT

Documents:

[Fairplay - ParkCo Mutual Aid - IGA Final.V.7.22.19.pdf](#)

- .II. REVISED APPLICATION FORM FOR THE LAND & WATER TRUST FUND PROJECTS

Documents:

[Park County LWTF Trust Fund Application-FinalDRAFT 10-2019.pdf](#)

PUBLIC HEARING(S)

PUBLIC COMMENTS

EXECUTIVE SESSION IN REGARD TO LEGAL & PERSONNEL MATTERS (CLOSED SESSION)

ADJOURN

ADMINISTRATIVE SESSION (OPEN)

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN ABOVE.

NOTE: Items May Be Added To These Agendas Up To 24 Hours Before The Scheduled Time. Items May Be Deleted Or Cancelled At Any Time. Please Check Website "[Parkco.Us](#)" for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of County Commissioners) Office At: 719-836-4201.

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID

This Intergovernmental Agreement for Mutual Aid (“IGA”) is entered into this ___ day of _____, 2019, by and between the Board of County Commissioners of Park County, Colorado (the “County”) and the Town of Fairplay, Colorado a Colorado statutory town (the “Town”) (collectively referred to herein as the “Parties”).

Recitals:

WHEREAS, the Constitution and laws of the State of Colorado permit and encourage state and local governmental entities to cooperate with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, pursuant to Article XIV, Section 18(2) of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, the parties may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs, upon authorization by each of the parties and approval by the legislative body of each; and

WHEREAS, the Town of Fairplay Police Department (“FPD”) has the ability to assist the Park County Sheriff’s Office (“PSCO”) with law enforcement services, including but not limited to training, and the PSCO has the ability to assist the FPD with investigative services and animal control services; and

WHEREAS, there are certain roads and areas located within the areas of the County that are not currently annexed into or located within the Town or any other incorporated town (the “Mutual Aid Areas”); and

WHEREAS, from time to time the PSCO is in need of law enforcement protection support in areas with the Mutual Aid area; and

WHEREAS, from time to time the PSCO is in need of law enforcement training services; and

WHEREAS, the County and Town desire to authorize the FPD to provide law enforcement protection services within the Mutual Aid Areas as well as law enforcement training services; and

WHEREAS, from time to time, the FPD is in need of law enforcement protection services support in areas within the Town boundaries; and

WHEREAS, the County and Town desire to authorize the Park County Sheriff’s Office (“PCSO”) to provide law enforcement protection services within the Town; and

WHEREAS, the County and the Town desire to enter into this IGA regarding the FPD's performance of law enforcement protection services within the Mutual Aid Areas and the PCSO's performance of law enforcement services within the Town.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgements of the parties.

2. Authority to Provide Law Enforcement Protection Services. Without limiting the general duties and jurisdiction of the PCSO in any way, the County and the Town hereby authorize the FPD to provide law enforcement protection services within the Mutual Aid Areas. Such law enforcement protection services may include those powers, duties, and functions of the FPD as more particularly described in this Agreement as well as those provided by Colorado law and the Town of Fairplay Municipal Code.

3. Fairplay Police Department to Assist. The FPD will assist the PCSO when requested. The FPD will provide back-up to the PCSO when requested. Only under emergency circumstances and after agreement between the FPD and the PCSO command staff will a FPD Police Officer work a call outside of the Town boundaries.

4. Fairplay Police Department – Traffic Citations. FPD Police Officers are authorized to issue citations for all types of traffic offenses within the Mutual Aid Areas.

5. Fairplay Police Department – Animal Control. The PCSO will provide animal control services to the Town, when requested, on an as needed basis.

5. Fairplay Police Department –The FPD will lend to the PCSO, when available, these certain FPD Officers to PSCO for the purpose of training PSCO Officers.

6. Park County Sheriff's Office to Assist. The PCSO will assist the FPD when requested, including giving investigative assistance during a major accident. In addition, the PCSO will provide patrol services when no FPD Police Officers are available. When no FPD Police Officers are present and the type of call does not require immediate action, the dispatch center will hold that call until a FPD Police Officer is available. In the event a Park County Sheriff's Deputy does take action, the PCSO will provide the FPD with a report of what occurred.

5.

7. Park County Sheriff to Appoint. The Park County Sheriff will appoint each FPD Police Officer as deputy, and each duly appointed FPD Police Officer shall have the same powers and authority conferred by law on the Park County Sheriff's deputies. The Park County Sheriff may revoke such appointments at will.

9. No Obligation. Nothing herein obligates, nor shall be construed to obligate, the Town to provide law enforcement protection services within the Mutual Aid Areas, or the County to provide law enforcement protection, investigative or animal control services within the Town.

10. Personnel.

- A. *Qualifications.* The assisting Party shall ensure that loaned personnel have the ability, skill and certification necessary to perform the work required and may be obligated to disclose the qualification(s) and training level of personnel identified to provide assistance.
- B. *Rights and Privileges.* Whenever the employees of a Party are rendering aid outside the area of their normal jurisdiction as an assisting Party pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by the Party regardless of where serving. Workers compensation coverage shall be as structured in C.R.S § 29-5-109, if the request meets the requirements of C.R.S. § 29-5-103-108; otherwise each Party will maintain workers compensation insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party for any worker's compensation benefits paid to its own employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees or volunteers.
- C. *Independent Contractor.* Employees of a Party shall, at all times while providing assistance, continue to be employees of said Party and shall not be deemed employees of the other Party for any purpose. Wages, hours and other terms and conditions of employment of each Party shall remain applicable to all of its employees who provide assistance. Each Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation.

11. Indemnification.

- A. *Indemnification.* Except as otherwise provided herein, to the fullest extent permitted by applicable law, each Party (as "Indemnitor") agrees to release and indemnify, defend, and hold harmless the other Party, its officers, employees (the "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

B. *Activities in Bad Faith or Beyond Scope.* No Party shall be required under this Agreement to indemnify, hold harmless and defend the other Party from any claim, loss, harm, liability, damage or cost or expense caused by or resulting from the activities of the other Party's officers, employees and/or agents acting in bad faith or performing activities beyond the scope of their training or duties.

C. *Governmental Immunity.* Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Party afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing and hereafter amended.

12. Participation. Participation in this Agreement is voluntary. No Party shall be liable to the other Party, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except as to make payment if applicable.

13. Term. This Agreement shall be in effect unless terminated by thirty (30) days' advance written notice by a Party. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the other Party.

14. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority to act on behalf of or as an agent for or to otherwise bind the other Party.

15. No Third Party Beneficiary. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.

16. Entire Agreement. This IGA constitutes the entire agreement of the parties with request to the subject matter hereof and supersedes any prior agreements or understandings.

17. Amendments. This IGA may be modified only in writing signed by authorized representatives of the parties hereto.

18. Severability. In the event that any provision of this IGA is found to be void or unenforceable, all remaining provisions shall remain intact and enforceable and shall be

interpreted to effectuate, as nearly as possible, the original intentions of the parties based upon the entire IGA, including the invalidated provision.

IN WITNESS WHEREOF, the parties have entered into this IGA as of the date first set forth above.

BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY

By: _____
Chairman Richard Elsner

Attest: _____
County Clerk

TOWN OF FAIRPLAY

By: _____
Mayor Frank Just

Attest: _____
Town Clerk

Park County Land & Water Trust Fund Application

Purpose:

The Land & Water Trust Fund is comprised of proceeds from a voter approved 1% sales tax of specific goods and services to be used to help fund:

- THE PRESERVATION, PROTECTION, ACQUISITION, IMPROVEMENT AND MAINTENANCE OF PARK COUNTY'S REMAINING WATER RESOURCES, AND LANDS IN PARK COUNTY CONTAINING ASSOCIATED WATER RIGHTS AND WATER RESOURCES; and
- THE PRESERVATION, PROTECTION, ACQUISITION, LEASING, IMPROVEMENT AND MAINTENANCE OF WATER RIGHTS, WATER SYSTEMS/STRUCTURES, OPEN SPACE, AND WILDLIFE AND OUTDOOR RECREATION RESOURCES.

Definitions:

- **Open Space:**
Any area permanently prohibited from development and intended primarily for one or more of the following: passive and undeveloped recreational use, preservation of rural and open character, protection of wildlife habitat, preservation of scenic views and natural features or environmental quality, and for other similar benefit and enjoyment for the general public.
- **Outdoor Recreation Resources:**
Areas which provide or may in the future provide for opportunities for outdoor recreation. Outdoor recreation includes any activity conducted in an outdoor environment by the general public.
- **Water Resources:**
Sources of water that are useful or potentially useful to support human or natural resources, including consumptive and non-consumptive uses for agricultural, industrial, household, recreational, and environmental needs.
- **Water Rights:**
A specific amount of water adjudicated in water court for a specific use in a specific location.
- **Water Systems/Structures:**
Facilities used to treat, administer, and utilize water.
- **Wildlife:**
Terrestrial, avian and aquatic species except those determined to be domestic animals by Colorado Revised Statute.

Park County Land & Water Trust Fund Application

Eligibility:

Only **COMPLETE** applications will be considered for Park County Land & Water Trust Fund approval. Complete applications **REQUIREMENTS INCLUDE:**

- One (1) PDF with electronic signature;
- Complete all sections of the application;
- All application forms must be signed and dated by the individual responsible for the completion of the project;
- Applicants that provide more than ten percent (10%) cash match of the cash total will result in a higher overall score. Cash matches may include:
 - U.S. currency;
 - Professional and Construction (contract) services; and
 - Purchase of equipment or materials having a cash value.
- Applicants **MUST** itemize in kind funding sources. In kind funding will be scored separately. Examples of in-kind funding include:
 - Donated material;
 - Volunteer labor and or professional services;
 - Travel;
 - Administrative expenses.
- All information must be typed;
- Incomplete or illegible applications will not be considered;
- The application must be received by the published deadline, four (4) weeks prior to the scheduled meeting. The deadline may be waived at the discretion of the Land & Water Trust Fund Board for emergencies;\
- Applications selected for funding shall be considered a legal contract between the applicant and Park County and are therefore subject to a financial audit and on-site project inspections.

All applications must be sent to the Park County Land & Water Trust Fund Board at:

lwtboard@gmail.com

Park County Land & Water Trust Fund Application

Awards:

All applications will be considered for funding, if the published criteria are met. The awarded grants in Park County is the responsibility of the Board of County Commissioners. The amount and number of grant awards varies from year to year, depending on the total funding pool and the number of applicants. Please keep in mind that Park County receives a limited amount of funds available for distribution. When the Board of County Commissioners award the funds, a “Memo of Understanding” will be issued to the organization identifying the amount of funds received and the length of time the award will be held in the organization name. The award will be good through the end of the approved project schedule. If an extension is needed beyond the end of the project schedule, that request must be made in writing, and filed with an interim report by the next scheduled LWTF Board meeting. To receive future funding for a grant request, a final report must be turned in no later than 90 days following the completion of the project.

Criteria:

Program policies and funding recommendations are based on the following criteria:

<u>Criteria</u>	<u>Points</u>
Benefit to Park County	30
Project accessibility to the general public	10
Matching cash funds	20
In-kind services provided by the applicant organization or project supporters	15
Complete and intelligible application, budget and supporting documentation	05
Project sustainability plan for funding ongoing maintenance and capital renewal	05
Project type (Open Space, Outdoor Recreation Resource, Water Resource, Water Rights, Wildlife)	<u>15</u>
TOTAL	100

Park County Land & Water Trust Fund Application
GENERAL INFORMATION

Organization name:

Contact person:

Organization address:

Contact address:

Organization phone #:

Contact phone #:

Project Name:

Project Schedule:

- Start
- Project Milestones including:
 - Planning & Investigation
 - Design
 - Bid/Procurement
 - Construct
 - Intermittent Funding Request Milestone(s)
 -
 -
 - Intermittent Project Update Report Milestone(s)
 -
 -
- Finish
- Final Funding Request
- Final Report & Presentation
- 11-Month Review

Provide a brief description of the project scope and nature.

What is the need for the project?

How does the project align with the voter approved use of funds?

Please describe the return on investment of Land & Water Trust Funds.

Park County Land & Water Trust Fund Application

Please list and provide supporting documents (as attachments) including photos, drawings and maps.

Who is the Property Owner & do they approve of it, they approved it, or when is approval anticipated?

Provide documentation of the entity that owns or will own the asset, including water rights, for this project.

Accessibility to the public (provisions for the disabled, location, hours, etc.):

How will the LWTF contribution be recognized during the project (i.e. Thank You Park County Voters banner/signage) and at the completion of the project (i.e. Dedication/Contribution Plaque)?

Has this entity had previous funds awarded, and if so, is there a final report on file per page 3 criteria?

Park County Land & Water Trust Fund Application

BUDGET

Budget Overview:

Land & Water Trust Fund Request	\$ _____
Applicant/Partner cash match	\$ _____
Cash total (grant request plus applicant cash match)	\$ _____
Value of in-kind services (provide documentation)	\$ _____
Project Total Budget	\$ _____
Applicant Cash Match Percent of Total Cash	_____ %

If the project was developed using Tasks or Phases, please categorize the budget on the following page by Task or Phase. Rows may be added as needed to each budget category. If more than one partner is contributing to the budget, you may add columns for each or use a total for the chart and list each partner's contribution separately under the budget narrative.

Park County Land & Water Trust Fund Application

EXPENSES INCOME AND EXPENDITURE SHEET

Description	LWTF Request	Applicant Cash	Applicant In-Kind	Partners Cash	Partners In-Kind	Total
Consultants and/or Contractors						
Equipment Rental or Purchase						
Materials, Supplies, and Fees						
Property Acquisition						
Mileage (Prefer applicant and partners provide cash & in-kind)						
Administrative Expenses (Prefer applicant and partners provide cash & in-kind)						
Other (Be Specific)						
Total Income/Expenses						

Park County Land & Water Trust Fund Application
NARRATIVE

Without repeating information provided elsewhere, please describe any additional information regarding each expense and related income source Please attach any additional back up documentation that has not been already provided.

Consultants and/or Contractors:

Equipment Rental or Purchase:

Materials, Supplies and Fees:

Property Acquisition:

Mileage (Prefer applicant and partners provide cash & in-kind):

Administrative Expenses (Prefer applicant and partners provide cash & in-kind):

Other:

Park County Land & Water Trust Fund Application

CERTIFICATION

I, the undersigned, certify that:

- 1) I have been authorized by the organization named in this application to administer the Trust Fund Grant, if awarded;
- 2) To the best of my knowledge, all information contained in this application is true and accurate;
- 3) The Land and Water Trust Fund's investment will be recognized during the project (i.e. Thank You Park County Voters banner/signage) and at the completion of the project (i.e. Dedication/Contribution Plaque) as agreed upon;
- 4) A final report, as an electronic document, will be furnished to the Land and Water Trust Fund Board, including lessons learned on the project, to be prepared and submitted to Park County for publication on its web site;
- 5) Report and presentation will be presented within 90 days of the scheduled finish date and an 11 Month Review as stated above for the project described herein; and
- 6) All required reporting forms will be furnished in a timely manner to be considered for future funding.

Representing (Applicant Organization):

Contact Person (typed or printed):

Contact Person (signature):

Dated: