

**PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
TUESDAY, OCTOBER 3, 2023
11:00 AM CALL TO ORDER**

Video

To join the meeting, click on the link below or copy and paste into your preferred web browser: <https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09>

Audio

Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial- option below:

**Dial by your location
(669) 900-6833 US (Western US)
(929) 205-6099 US (Eastern US)**

**Meeting ID: 632 627 219
Password: 04408**

For the purpose of an accurate public record, you will need to identify yourself when you enter the meeting and when prompted

11:00 AM CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CONSENT ITEMS:

.I. APPROVAL OF MINUTES

.II. APPROVAL OF VOUCHERS

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY IGA BETWEEN PARK AND CHAFFEE FOR DISPATCH

Documents:

[Chaffee and Park IGA Dispatch 2023-10-03.pdf](#)

.II. APPROVE/DENY RESOLUTION TO ESTABLISH AN AFFORDABLE HOUSING DWELLING UNIT ADVISORY BOARD

Documents:

PUBLIC HEARING(S)

PUBLIC COMMENTS

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

ADJOURN

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

NOTE: Items May Be Added To These Agendas Up To 48 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 THE SHARING OF E911 PHONE SYSTEM INFRASTRUCTURE
BETWEEN CHAFFEE COUNTY, COLORADO AND PARK COUNTY, COLORADO

This Intergovernmental Agreement for the Sharing of E911 Phone System Infrastructure (“Agreement”) is between Chaffee County Sheriff’s Office and Chaffee County, Colorado by and through its Board of County Commissioners (Chaffee County Sheriff and Chaffee County Board of Commissioners, collectively, “Chaffee”), and Park County Sheriff’s Office and Park County, Colorado by and through its Board of County Commissioners (Park County Sheriff and Park County Board of Commissioners, collectively “Park”). Chaffee and Park may also be referred to as County or Counties.

Recitals

- A. Chaffee and Park each currently operate E911 Systems also known as Public Safety Answering Points (“E911”).
- B. Chaffee and Park each desire to establish a backup E911 to provide coverage in the event either County’s E911 becomes inoperable or either County needs backup based on a prearrangement between the two Communications Managers (collectively “Backup Need”). Backup Need may include the automatic switch of any call that rings more than a preset number of times without being answered.
- C. Each County is willing to serve as a backup E911 for the other County in accordance with the terms and conditions set forth in this Agreement.
- D. In accordance with C.R.S. Section 29-1-203 political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each.

Terms and Conditions

- 1. Chaffee County shall be solely responsible for engineering, installing, establishing, operating and maintaining its E911 system.
- 2. Park County shall be solely responsible for engineering, installing, establishing, operating and maintaining its E911 system.
- 3. Chaffee agrees to serve as the backup E911 for Park in the event that Park experiences a Backup Need.
- 4. Park agrees to serve as the backup E911 for Chaffee in the event that Chaffee experiences a Backup Need.

5. The Counties agree to cooperate in establishing a dedicated network to connect each of their E911 systems. The cost for engineering, installing, establishing, operating, and maintaining this network shall be borne individually by each County.
6. Each County shall make all reasonable efforts to notify the other County if the services of the other County (“Backup County”) are needed. Each County shall make all reasonable, appropriate, and immediate efforts to reestablish the operational status of that County’s E911 and to minimize the impact on the resources and personnel of the Backup County.
7. If necessary, each County shall be responsible for providing additional dispatcher staffing to assist the Backup County during any time when that County’s E911 is inoperable and being served by the Backup County. The employing County shall remain responsible for all compensation, benefits and workers compensation. Notwithstanding the foregoing, all employees shall at all times adhere to the policies of the Backup County to which they are temporarily stationed.
8. The Backup County will provide dispatch law enforcement resources by public safety radio, mobile computer aided dispatch (“CAD”) terminal, phone, and/or pager, for all public-initiated calls for service and any officer or fire/rescue-initiated activities. Additionally, the Backup County shall provide access, when practicable, to a dispatcher assigned to “Data Channel” whose primary responsibilities include CCIC/NCIC clearances, DMV record checks, issuance of case report numbers, and other non-urgent matters consistent with the Backup County’s provided services. The Backup County will issue public warnings and messaging at the request of the County for life-safety issues. All public warnings and messaging issued by the Backup County are guided and will be consistent with the alert terminology and methodology of the Backup County.
9. The dispatching Backup County will be considered the “Custodian of Records” regarding any audio recording or radio or telephone conversations recorded by the Backup County. The Backup County will notify the County any time there is a public records request for a record concerning the County and provide the County with a copy of the request. The County agrees that it will review and either approve the record for release by the Backup County, indicating portions to redact, if any, or request their own copy for disclosure within a reasonable time to comply with the Colorado Criminal Justice Records Act (“CCJRA”).

If the County approves of the release of the record after review, the County will notify the Backup County that the record may be released directly by the Backup County. The Backup County will provide a copy of the disclosed record including a copy of the original record and a copy containing redactions, if made, to the County. If the County requests a copy of the record, from the Backup County, to produce to any member of the public who makes a request for the purposes of disclosure to that requestor, the County will become the Custodian of Record for that record for purposes of compliance with the CCJRA from the date of provision of the record from the Backup County to the County. In these instances, the Backup County will provide a non-redacted copy of the record.

10. Each County agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees, in the performance or failure to perform work under this Agreement. By agreeing to this provision, the Counties do not waive or intend to waive, as to any person not a party to the Agreement, the limitations on liability which are provided to such County under the *Colorado Governmental Immunity Act*, C.R.S. § 24-10-101, *et seq.*
11. The Counties agree that each County is an independent contractor and the Backup County shall determine the manner in which services are delivered under the Agreement. Neither party nor its employees shall be entitled to any of Backup County's benefits or compensation beyond that which is expressly stated in the Agreement.
12. The Counties expressly rely upon and do not waive the protections and limitations of the Colorado Governmental Immunity Act ("CGIA"), as amended, C.R.S. 24-10-101, *et seq.* . Specifically, neither County waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. The Counties shall cooperate fully in the defense of all claims arising from incidents where the County, or any of their employees, were acting under this Agreement
13. The initial term of this Agreement shall be from _____, 2023 through December 31, 2023. This Agreement shall automatically be renewed for additional one year terms unless either County terminates it by written notice given to the other party no later than November 1 of the then current year. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado. Notwithstanding the above, either County may terminate this agreement for any reason by providing the other County ninety (90) days written notice.
14. Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid, to the party to be served at the following addresses:

Chaffee County: Chaffee County Board of County Commissioners
Chaffee County Sheriff's Office
c/o Chaffee County Attorney's Office
P.O. Box 699
Salida, CO 81201

Park County: Park County Board of County Commissioners
Park County Sheriff's Office
P.O. Box 1373
Fairplay, CO 80440

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served five business days following the date of mailing.

15. In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorneys' fees from the non-prevailing party.

14. 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.

15. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Eleventh Judicial District for the State of Colorado.

CHAFFEE COUNTY SHERIFF

By: _____
Sheriff John Spezze

Date: _____

CHAFFEE COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

By: _____
Keith Baker, Chair

Date: _____

ATTEST:

Name: _____, Chaffee County Clerk

PARK COUNTY SHERIFF

By: _____

Sheriff Tom McGraw

Date: _____

PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

By: _____

Amy Mitchell, Chair

Date: _____

ATTEST:

Name: _____, Park County Clerk

**PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 23-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PARK
COUNTY, COLORADO, ESTABLISHING AN AFFORDABLE HOUSING DWELLING
UNIT ADVISORY BOARD PURSUANT TO C.R.S. § 29-26-101**

WHEREAS, pursuant to C.R.S. § 29-26-101, the legislature has authorized local governments to establish Affordable Housing Dwelling Unit Advisory Boards;

WHEREAS, Park County is experiencing a housing shortage for persons of low- and moderate-income;

WHEREAS, it is in the public interest to maintain a diverse housing stock in order to preserve some diversity of housing opportunities for residents and people of low- and moderate-income;

WHEREAS, an affordable housing shortage is detrimental to the public health, safety, and welfare of Park County residents, and the inability of such persons to reside near where they work negatively affects the balance between jobs and housing, and can have serious detrimental transportation and environmental consequences; and

WHEREAS, the Board of County Commissioners finds and determines that it is in the best interest of public health, safety, and welfare to establish an Affordable Housing Dwelling Unit Advisory Board for Park County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Park County that:

1. Pursuant to C.R.S. § 29-26-101, the Board of County Commissioners of Park County, Colorado hereby establishes an Affordable Housing Dwelling Unit Advisory Board for Park County (“Advisory Board”).
2. The Board of County Commissioners will appoint members to the Advisory Board pursuant to C.R.S. § 29-26-101(d).
3. The Advisory Board shall address the housing needs of low- and moderate-income persons, promote a full range of housing choices, and develop effective policies to encourage the construction and continued existence of affordable housing within Park County.

4. The Advisory Board is hereby authorized to make recommendations to the Board of County Commissioners as to the following:
- A. A County-wide definition of affordable housing and affordable housing dwelling unit applicable to all unincorporated territory in Park County;
 - B. Quantifying affordable housing dwelling unit sales prices and rental rates for unincorporated Park County. In developing its recommendations as to the sales prices and rental rates, the Advisory Board shall consider all ordinary, necessary, and reasonable costs required to construct and market the required number of affordable housing dwelling units by private industry in Park County and other relevant information, such as Park County’s general market and economic conditions.
 - C. Affordable housing dwelling unit qualifying income guidelines for unincorporated Park County;
 - D. Changes in density requirements contained in Park County’s zoning or planning ordinances to encourage the provision of affordable housing;
 - E. Policies for the modification of requirements adopted in connection with an affordable housing dwelling unit program established by Park County; and
 - F. Any other matters that, in the discretion of the Advisory Board, shall affect the construction and continued existence of affordable housing dwelling units or shall otherwise further the purposes of Title 29, article 26 of the Colorado Revised Statutes.

Moved, seconded, and approved this ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF PARK COUNTY, COLORADO**

Amy Mitchell, Chairperson

| | | | | |
|---------------------|-------|-----|-------|----|
| Amy Mitchell, Chair | _____ | Yes | _____ | No |
| Richard Elsner | _____ | Yes | _____ | No |
| Dave Wissel | _____ | Yes | _____ | No |

ATTEST:

County Clerk