

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

December 5, 2022

To: Huerfano County Board of County Commissioners.

From: City of Walsenburg Negotiating Team (Council members, Veronica Maes, Greg Daniels and City Administrator Gaye Davis)

Re: Renewal of IGA for Law Enforcement Services.

The City of Walsenburg has reviewed the modifications presented by County in the letter dated November 7th, 2022. What is represented is the original request by the City, County modifications and now the second iteration by the City.

1) General Purpose.

Section 1. General Purpose. We understand what you have listed as item a to be a notation and have taken that no changes will be made to this section.

Section 3. Duties and Levels of Service

Part a.

The Sheriff will have at least one on-duty deputy *responding to calls patrolling* within the municipal limits of Walsenburg at all times. ~~The assigned officer will be noted on a duty roster and noted for and in dispatch information.~~

Part b.

Deputies. ~~Additional deputies will be on duty at all~~ The number of on-duty deputies *available to respond to calls* will be adjusted accordingly during peak times except in extraordinary circumstances. For the purposes of this paragraph, “peak times” and “extraordinary circumstances” shall be determined in the sole discretion of the Sheriff or his designee. “Peak times” will be ~~determined based upon call and response data generated by the Sheriff’s office and~~ defined in *monthly written* reports presented to City Council ~~on a minimum of an annual basis, unless modified at which point it will be included in the monthly report~~ any changes to these definitions shall be noted in the written reports to Council as they occur.

Section 7. Reporting

- a) The Sheriff or designee shall attend *regularly scheduled city council meetings* ~~a minimum of six times per year. Determining the meetings to attend is the discretion of the Sheriff.~~ ~~e-month every other month at a minimum~~ City Council will be provided with an oral ~~and a written report of law enforcement activities within Walsenburg on a monthly basis. The written report will include but not be limited to:~~

- ~~(i) a monthly dispatch call report with Officer response;~~
 - ~~(ii) duty roster with designation of City assigned officers;~~
 - ~~(iii)~~(i) definition of "peak times";
 - ~~(ii) a current list of staff with ranks and work assignments~~(iv) ~~a report on law enforcement cases in Walsenburg dismissed or not prosecuted by the District Attorney;~~
 - ~~(iii) a report on the type and quantity of calls responded to for the previous month.~~
 - ~~(iv) annually the Sheriff will provide an inventory and accounting of equipment that was both acquired upon the dissolution of the City Police Department and acquired during the period governed by previous, current and hereinafter adopted law enforcement agreements.~~
 - ~~(v) a report on the status of cases arising out of Walsenburg being prosecuted with the District Attorney or filed with the Walsenburg municipal court;~~
 - ~~(vi) a report on any cases arising out of Walsenburg and the actions of Huerfano County Sheriff's personnel in part or in whole being prosecuted in any federal court;~~
 - ~~(vi) (v.) Any~~ ~~additional reports~~ information the Sheriff deems relevant, appropriate, ~~or~~ and necessary to ~~fully illustrate~~ ~~monthly~~ regular and ongoing law enforcement activities and ~~including information the Sheriff deems relevant to the success of the Department and other law enforcement issues; and~~
 - ~~(vi) addressing any questions presented in writing by the City Administrator on behalf of the Mayor or the City Council~~ ~~Administrator.~~
- b) ~~The sheriff will submit the written reports by noon on the Friday prior to the Tuesday regularly scheduled meeting. The Sheriff or designee must be prepared to answer questions by the City Council regarding community policing and partnerships.~~
- c) ~~In addition to the monthly reports,~~ the Sheriff or designee may meet with the Mayor or the City Council ~~or administrator~~ from time to time to foster communication and enhance community policing and partnerships.

Section 8. Fee for Services.

- a) 2023 Fee. In consideration of the law enforcement services provided to Walsenburg by County, Walsenburg shall pay County ~~seven Hundred and Eighty thousand dollars (\$780,000)~~ ~~seven hundred fifty thousand dollars (\$750,000.00)~~ for the twelve-month period commencing January 1, 2023 and concluding December 31, 2023 in twelve (12) equal monthly payments of ~~\$65,000.00~~ ~~\$62,500.00~~ due on or before the 20th calendar day of each month and considered late at the end of the 25th calendar day of each month. Failure to pay will be considered a material breach by Walsenburg at the option of the County.

Section 11. Duration

a) This agreement shall be in effect for ~~four (4) years~~ ~~one (1) year~~ commencing on January 1, 2023 and concluding at midnight ~~December 31, 2023~~ on January 1, 2027 unless terminated as provided below.

b) Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 180 days prior to the requested termination date, unless both parties waive this notice provision, in which case the County will return to the City all equipment.

c) Renewal and Modification. This agreement may be *renewed for periods of four (4) years* ~~a period of one (1) year~~ with affirmative action by both Parti unless termination notice is given as set forth in paragraph 11(b) above.

The edits and notes above constitute the County's response to your letter of October 24th.
The County seeks the following revisions to the IGA as it currently exists:

Section 8. Fee for Services.

Part B. Successive Years of Agreement [remove sections I to iv and replace with the below] (i) Modification of Fee. The fee may increase or decrease automatically from year to year as noticed by the County to the City no later than September 15th of each year. Failure by the County to provide notice shall constitute a waiver of this modification.

(ii) Basis. The basis for any modification to the fee shall be the actual cost of services provided by County to Walsenburg. *That modification will be substantiated by reports and documents presented by the Sheriff or the designee during the calendar year*

(iii) Objection. The City may object to the modification prior to October 15th at which point the parties will commence negotiations. If the parties fail to agree by November 15th they shall enter mediation as provided in this Agreement. Any negotiated modification shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

(iv) Maximum Increase. The annual fee amount shall not increase by more than the rate of "Inflation" as defined in Colo. Const. art. X § XX(2)(f). Nothing in this agreement prevents the County from requesting an increase greater than the automatic amount, but any such increase will be subject to negotiations, which may commence at any time prior to September 30th. If the parties fail to agree by October 20th they shall enter mediation as provided in this Agreement. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

(v) Request for additional services. The City may request additional services at any time and the parties may commence negotiations on those separate and apart from any regular fee increase. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement. Fees for additional services will be subject to the automatic increase one year after the amendment is executed.

Section 11. Duration.

b) Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 365 days prior to the requested termination date unless both parties waive this notice provision in which case the County will return to the City all equipment.

Thank you for your consideration.

Respectfully,

/s/ Greg Daniels, Councilman Ward 1
/s/ Veronica Maes, Councilman Ward 1
/s/ Gaye Davis, City Administrator