

RESOLUTION NO.

09- 24  
Series of 2009

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY FOR MUNICIPAL JAIL SERVICES**

WHEREAS, the Board of Trustees finds that it is in the public interest for the Town of Hudson to continue to receive municipal jail services from the Weld County.

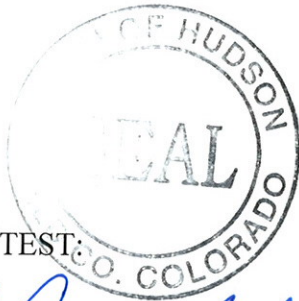
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1, The Municipal Jail Service Agreement with Weld County for the period beginning upon final execution, and ending December 31, 2010, and shall automatically renew from year to year unless sooner terminated by notice from either party.


INTRODUCED, READ and PASSED this 16th day of September 2009.

BOARD OF TRUSTEES,  
TOWN OF HUDSON, COLORADO

  
\_\_\_\_\_  
Neal Pontius, Mayor



ATTEST:

  
\_\_\_\_\_  
Linnette Barker, Town Clerk

## AGREEMENT FOR MUNICIPAL JAIL SERVICES

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of \_\_\_\_\_, hereinafter referred to as "Municipality," and the County of Weld, a political subdivision of the State of Colorado, hereinafter referred to as "County."

WHEREAS, Municipality does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance with Section 13-15-401 (1)(k) C.R.S., Municipality, with the consent of the Board of Weld County Commissioners, may use the County Jail for the confinement or punishment of Municipal Offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, Municipality and County hereby enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Definitions

- A. Municipal Offender(s) – shall mean offenders placed with County pursuant to this Agreement. Municipal Offender(s) may also be referred to as "Offender(s)" in this Agreement.
- B. Municipal Court – the duly designated judicial entity of Municipality.

2. Conditions for Acceptance of Municipal Offender(s)

The following conditions must be met before a Municipal Offender will be accepted for commitment or placement at the Weld County Jail:

- A. The Offender(s):
  - Must be an adult, 18 years or older.

- Must be without serious medical and or mental health issues, as determined by the Weld County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.
  - Identity must be reasonably established.
- B. The Pre-booking documentation required by the Jail is complete, to include, but not be limited to, the literal description of the municipal ordinance violation; or the literal description of the original municipal ordinance violation, when the booking results from a municipal arrest warrant for failure to appear, comply, complete conditions, pay, or a municipal mittimus.
- C. One of the following forms of documentation from Municipality must accompany the Offender or be provided to County prior to the Offender being accepted and booked into the Jail:
- I. Mittimus Order – A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days **not consisting** of weekend days only or with days of liberty interspersed with days of detention. The Offender may be committed to work release and/or electronic home detention if the Offender meets the minimum acceptance criteria for such jail alternative program and if space is available.
  - II. Arrest Warrant – An arrest warrant issued subsequent to the effective date of this Agreement shall be accepted only if the arrest warrant: 1) includes the literal, (original) municipal ordinance description, (e.g. Failure to Appear/Speeding, Failure to Pay Fines & Costs/Disorderly Conduct, etc.), AND 2) specifies the amount and type of bond to secure bail, such as: a) an amount of cash, b) an amount of cash or surety, c) personal recognizance after 24 hours, or d) “Hold without Bond.” (These requirements shall not apply to arrest warrants issued prior to the effective date of this Agreement.)

Notice of the municipal arrest warrant service shall be made to the Municipal Court clerk by fax and first class mail, or a mutually accepted alternative, no later than the following work day. Municipality shall provide the Municipal Court clerk’s fax number to County at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest warrant originating agency on the Colorado Bureau of Investigation’s Colorado Crime Information Center (CCIC) computer system will be notified that the Offender has been located when the arrest warrant is confirmed. The Weld County Jail is not responsible for notice to Municipality, Municipal Court, or Municipal Court clerk other than by the means described in this Agreement.

Penalty Assessment, Summons, or Summons & Complaint – A penalty assessment, summons and complaint, or summons shall be accepted, except when the Municipal Offender is also: 1) Cited for violations of Colorado Statutes from the same criminal episode giving rise to the municipal ordinance violation; 2) there is an outstanding County or district court arrest warrant; or 3) a hold has been placed on the Offender by the Colorado Department of Corrections, Adult Parole Division or the 19<sup>th</sup> Judicial District Probation Department.

Municipal Offenders cannot be released on a personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above set forth circumstances are present.

D. Municipality shall provide County with an Annual Court Appearance Schedule.

3. Description of Services County shall be responsible for the following:

- A. In accordance with the terms of this Agreement, to safely keep every adult Offender lawfully committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. County shall not release the Offender from Jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.
- B. To make record of every adult Offender lawfully committed or placed in the Jail in accordance with the terms of this Agreement. The record shall include a photograph or digital image of the Offender and Offender identification information as defined in Sections 24-72-302 (1) and 24-72-302 (2) C.R.S.
  - I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the literal description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by County for each Municipal Offender in accordance with the Weld County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.
- C. To accept Municipal Court orders temporarily detaining Offenders held pursuant to county or district court matters. County is responsible for providing timely notice to the municipal law enforcement agency or Municipal Court detaining the Offender when there has been a disposition of pending county or district court matters. Municipal Offenders shall be held no more than 4 hours, pursuant to a municipal detainer.

- D. To accurately prepare for and accept bonds and related cash or surety documents, setting court appearances in accordance with Municipal Court schedules, completing mittimi, and completing or preparing other Municipal Court documents required to accept and release Municipal Offenders into and from the Weld County Jail. County is responsible for making said documents available to the Municipal Court clerk or mailing said documents to the Municipal Court clerk no later than the following work day by first class mail, postage prepaid.
  - E. To afford Municipal Offenders access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The Municipal Offender's classification will be determined by the Jail Inmates Services Unit Classification staff.
  - F. To comply with Sections 17-26-109 and 17-26-115 C.R.S. and afford a sentenced Municipal Offender a deduction of time for his/her Municipal Court sentence in a manner consistent with sentenced County offenders.
  - G. To determine sentenced Municipal Offender's eligibility and conditions for furlough consistent with sentenced County offenders. County shall notify the Municipal Court of any Municipal Offender furlough.
2. Duration of Agreement – This Agreement shall be effective upon final execution by the appropriate officers of both parties. This Agreement shall continue through December 31, 2010, and shall automatically renew from year to year unless sooner terminated by notice from either party to the other party in accordance with paragraph 5 of this Agreement. At the time this Agreement is terminated, Municipality shall take physical custody of all Municipal Offenders.
3. Termination of Agreement – This Agreement may be unilaterally terminated, with or without cause, by giving thirty (30) days written notice, by either party delivered to the other party in accordance with paragraph 12 "Notices." Within thirty (30) days after delivery of said notice, Municipality shall take physical custody of Municipal Offenders then in County's custody pursuant to this Agreement.
4. Emergency Release – Notwithstanding the provisions of paragraphs 4 and 5 set forth herein, County has the authority to release, on an emergency basis, those Municipal Offenders when County deems such release necessary due to exigent circumstances. County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. County shall notify the Municipal Court of the Offender's name, date and time released, and the basis for release due to exigent circumstances.

5. Agreement Monitor – In order to administer this Agreement effectively, Municipality shall designate an Agreement Monitor. Until further notice is received, Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the Agreement Monitor shall be effective upon ten (10) days advance written notice to County's Contact Person.
6. County Contact Person – In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as County's Contact Person. Until further notice is received, County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in County's Contact Person shall be effective upon ten (10) days advance written notice to Municipality's Agreement Monitor.
7. Cost and Reimbursement
  - A. Except as otherwise provided in this Agreement, all costs of housing Municipality's Offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the "per offender per day" rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections inmates. Said rate shall begin January 1 of the year following the setting of the rate and continuing to and until December 31 of such year. Municipality shall reimburse County for the day Municipality's Offender is delivered and for every subsequent day that Municipality's Offender is assigned to the Weld County Jail, but not the day that Municipality's Offender is released from the Weld County Jail due to completion of sentence or by order of the committing Court.
  - B. For those Offenders who remain in the County Jail for a period of no more than four (4) hours, Municipality shall pay County a processing fee at the rate of fifty (50%) per cent of the fixed offender Per Diem rate set forth in paragraph 9.A.
  - C. Municipality shall reimburse County at the rate of thirty (30%) per cent of the Per Diem rate set forth in paragraph 9.A., above, for each offender participating in the secure detention alternative programs described in and permitted pursuant to paragraph 3.E. above.
  - D. If the Municipal Offender is detained in the Weld County Jail under the concurrent authority of Municipality and of other municipal jurisdictions, Municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the Offender in custody and/or under the supervision of the Weld County Sheriff.
  - E. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by

reference, and are considered part of the costs reimbursed by the Per Diem rate per Offender as provided in paragraph 9.A. above. County shall be reimbursed by Municipality for the costs of extraordinary health care services, as further defined in Schedule B. Offenders participating in secure detention alternative programs are responsible for their own medical, psychiatric and dental care.

- F. Physical damage to the Weld County Jail as a direct result of the placement of a Municipal Offender housed therein shall not be considered "usual costs" incidental to the operation of the Weld County Jail. These costs shall not be part of the costs reimbursed by the fixed rate per offender per day as provided by paragraphs 9.A., 9.B. and 9.C., above. County shall be reimbursed separately by Municipality for these costs.
  - G. Municipality shall be billed monthly by County for the rates set forth in paragraphs 9.A., 9.B., and 9.C. herein. Payment shall be made within thirty (30) days of receipt of County's invoice. Municipality shall reimburse County for extraordinary medical expenses as set forth in Schedule B. Municipality shall reimburse County for non-medical extraordinary expenses incurred under the terms of this Agreement within thirty (30) days of receipt of County's invoice.
8. Transportation – Transportation of Offenders in custody for violation of a municipal ordinance is the sole responsibility of Municipality. If Municipality and County have entered into a separate agreement for law enforcement services, then transportation of Offenders in custody for violation of a municipal ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by County in the course of providing such transportation on behalf of Municipality shall be paid by Municipality as provided therein.
9. Responsibility for Legal Proceedings – Municipality shall be responsible for defending itself and its officers, employees, or agents in any civil action brought against Municipality, its officers, employees, or agents by any Municipal Offender in the physical custody of County. Municipality and its officers, employees, or agents shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of County or County's officers, employees, or agents arising out of the housing of any Municipal Offender pursuant to this Agreement.

County shall be responsible for defending itself, its officers, employees, or agents in any civil action brought against County, its officers, employees, or agents by any Municipal Offender in the physical custody of County. County and County's officers, employees, or agents, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of Municipality or Municipality's officers, employees, or agents arising out of the housing of any Municipal Offender pursuant to this Agreement.

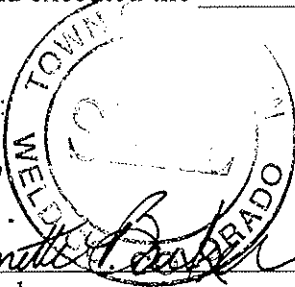
10. Notices – Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the address set forth in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change of address is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.
11. No Third Party Beneficiary Enforcement – It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Municipality and County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of Municipality and County that any entity other than Municipality or County, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
12. Modification and Breach of Contract – This Agreement and the attached schedules contain the entire agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of or to this Agreement and the attached schedules shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
13. Severability – If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.
14. Immunities – Notwithstanding any other provision contained herein, neither party waives any immunities to which they are legally entitled.
15. Budget Constraints – Nothing in this Agreement shall be construed to require the Board of County Commissioners for Weld County to provide funding not already budgeted for the applicable fiscal year.



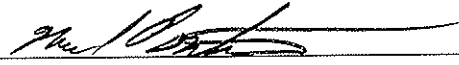
Signed and executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

  
Town Clerk



TOWN OF Hudson  
STATE OF COLORADO

By: 

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WELD COUNTY, COLORADO

By: \_\_\_\_\_  
Deputy Clerk to the Board

By: \_\_\_\_\_  
Chair

**AGREEMENT FOR MUNICIPAL JAIL SERVICES**

**SCHEDULE A**

1. Until further notice is received, Municipality's Agreement Monitor shall be:

2. Until further notice is received, County's Contact Person shall be:

Kim Higuera, Office Manager  
Executive Support Services Division  
Weld County Sheriff's Office  
1950 O Street  
Greeley, CO 80631  
Telephone: (970) 356-4015

## AGREEMENT FOR MUNICIPAL JAIL SERVICES

### SCHEDULE B

The cost of providing to Municipal Offenders routine on-site medical psychological/psychiatric, dental and medications service, customarily provided to persons sentenced to confinement in the Weld County Jail, shall be considered usual costs incident to the operation of the Weld County Jail. These usual costs include but are not limited to, regularly scheduled sick call, nursing coverage, regular on-site physician visits, routine x-rays for diagnostic purposes which may lead to off-site care, and the dispensing and cost of common prescription medications for routine and minor illnesses.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of Municipality, subject to the authorization provision below. For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to Offenders on-site at the Weld County Jail by the Weld County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. The Weld County Jail health care provider shall determine when off-site care is required for Municipal Offenders housed at the Weld County Jail.

Extraordinary medical expenses shall be reimbursed by Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Weld County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Weld County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Weld County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than 8 hours after the rendering of care.

**AGREEMENT FOR MUNICIPAL JAIL SERVICES**

**SCHEDULE C**

1. Any notice to Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

2. Any notice to County provided for in this Agreement shall be sent to:

Board of County Commissioners  
P.O. Box 758  
Greeley, CO 80632-D758  
Telephone: (970) 356-4000, ext. 4225

With a copy to:

Kim Higuera, Office Manager  
Executive Support Services Division  
Weld County Sheriff's Office  
1950 O Street  
Greeley, CO 80631  
Telephone: (970) 356-4015, ext. 2804