

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of June, 2023 by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the "City", and THE STATE OF COLORADO, acting by and through the trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University, hereinafter referred to as "Trustees", "State" or "CMU."

RECITALS

The City and CMU have agreed to enter into a contract wherein the City will provide police and law enforcement services to and for Colorado Mesa University. The Trustees have concluded that the provision of law enforcement services by the City will assist in furthering CMU's security, including crime prevention and personal security. The City represents that it is qualified, ready, willing and able to perform the services set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SCOPE OF SERVICES

1. The City shall provide four police officers and a sergeant (collectively referred to as "the Officers" or "Officers") and related patrol vehicle that shall be assigned to the main campus of CMU and the Western Colorado Community College, Bishop Campus, beginning July 1, 2023, to and through June 30, 2024. The Agreement may subsequently be renewed thereafter on mutually agreeable terms. Between June 1 and July 31, staffing and duty assignment(s) shall be determined by the City. Officers shall be assigned to fulfill the obligations of this Agreement. At all times the Officers' duties shall be as defined by the City in accordance with the Grand Junction Police Department ("GJPD") Directive Manual, as amended and as determined by the commanding officer(s). The Directive Manual, as amended, is incorporated by this reference as if fully set forth. Generally, the Officers' activities and the services, which will be provided in accordance with this Agreement, may include, but are not necessarily limited to:
 - a. enforcing all laws of the City of Grand Junction, Mesa County and the State of Colorado;
 - b. performing walking and motor patrols of the City-designated beat area. The beat area shall generally include, but not be limited to, CMU campus and the nearby residential streets and areas. A copy of the designated CMU Beat Area map is attached hereto and incorporated by this reference as if fully

set forth;

- c. performing building security, security patrol and uniformed escort services;
 - d. providing security for on-campus special events and sporting events as determined is necessary or required by the City and billed separately;
 - e. acting as a community service/liaison officer/crime prevention officer;
 - f. taking crime/criminal activity reports;
 - g. completion and submission of all required reports and documentation including, but not limited to, "Student Right to Know" and UCR reports, statistical analyses and compilation;
 - h. coordinate the continuing refinement and updates to CMU's *Emergency Operations Response Plan* and to be sure that the plan appropriately engages all appropriate first responders within the City of Grand Junction and Mesa County. The plan is designed to guide response to an emergency that occurs on the main campus of CMU and its satellite campus at Western Colorado Community College and includes all personnel, buildings, equipment, grounds and areas owned, leased or under the control of CMU and the surrounding areas located within the City of Grand Junction;
 - i. Other duties as assigned.
2. The City, by and through the GJPD and the Chief of Police, is responsible for authorizing, approving and supervising the work performed under this Agreement. The City shall consult with CMU on staffing, scheduling and the scope of duties assigned to the Officers. CMU shall be deemed to have consented to all operations of the GJPD provided under or in accordance with this Agreement, knowing that the services shall be performed in accordance with standards of care, skill, training, diligence and judgment provided by officers and police organizations that perform work of a similar nature to the work described in this Agreement. If CMU objects in writing to any tactic, operational or functional decision, including staffing, scheduling or the scope of duties assigned to the Officers, then CMU and City shall meet and confer. If CMU continues to object or an accommodated position mutually suitable to the parties is not determined after meeting and conferring with the City about any tactic, operational or functional decision, including staffing, scheduling or the scope of duties assigned to the Officers, CMU may terminate in accordance with paragraph 2 of the TERMINATION provisions hereof.

3. The City shall hire, train and equip the GJPD Officers assigned to CMU in accordance with standard departmental practices.
4. CMU shall provide to the City suitable, secure office space, including telephone connections, telephones, heating, cooling, lighting, parking and any and all reasonably necessary or required physical facilities, including, but not limited to, desks, chairs, countertops, filing cabinets and computer equipment, software, maintenance and support. The computer equipment shall meet City specifications and be compatible with City network(s), hardware and software including but not limited to City mobile data computers (MDC's) and all other computer functions and applications. All physical facilities shall be at no cost to the City and shall reasonably provide the Officers with the space necessary to write reports, conduct confidential interviews and otherwise conduct the duties and activities of the Officers. CMU shall provide keys, access code or combination to the offices and any other space or area reasonably required by the City.

CMU may, for operational necessity, request that the City change office space designated for the City's use pursuant to this agreement. CMU shall provide at least 45 days advance notice and the proposed change shall be subject to review and approval by the City. The City agrees that it will reasonably evaluate CMU's request that the City office(s) move; however, the City reserves the right to object to the move/new location if that location does not meet the City's reasonable operational needs as described herein above.

5. CMU shall provide access to records kept or maintained by CMU for law enforcement purposes concerning suspected, alleged or charged criminal activity, building security, threats or other matters concerning the safety of persons or property. CMU may disclose to the City students' education records or information in a health and safety emergency as defined in 34 C.F.R. 99.32, 99.33, and 99.36. CMU may disclose to the City records of its law enforcement unit as those expressions are defined in 34 C.F.R. 99.8 and other records which are not student education records when necessary for the City's performance of law enforcement services under this Agreement.

TIME OF PERFORMANCE

The Agreement shall be for the term of July 1, 2023 to June 30, 2024. The Agreement may be renewed annually on mutually agreeable terms and conditions thereafter for 12-month periods. In June and July of any contract year, during any transitional period or period of approved extended personal leave during other months, the City and University may mutually agree to assign,

reassign or schedule the CMU Beat Area to receive more or less service than as generally provided pursuant to this Agreement. Extenuating circumstances, notwithstanding, the City shall deploy no less than one officer during the months of June and July, as well as maintain full staffing levels at all other times given available personnel resources and required collateral assignments which affect safety and emergency services in the City of Grand Junction. Should staffing be unavailable, the City and University shall work together to adjust invoices and payments to reflect actual staffing provided, as appropriate and reasonable.

COMPENSATION

1. The Trustees hereby agree to facilitate the provision of City law enforcement services to CMU by paying for those services in advance of delivery. On a monthly basis the City shall invoice CMU in the amount of \$46,167.17. CMU shall pay monthly payments in full, to the City, by the 15th of each month.
2. The Trustees hereby agree to pay the City a sum not less than \$554,006.00 for services under this agreement for Fiscal Year 2023-2024. The attached financial schedule labeled Exhibit 1, incorporated herein by this reference as if fully set forth, details the cost of service through June 30, 2024, together with the stipulated accrual costs for the police automobile and mobile data computer charges. Any and all overtime costs associated with the delivery of Policing Service pursuant to this contract, which exceed \$25,015, as set forth in the attached financial schedule (Exhibit 1) will be paid by CMU on a pro-rata basis. The allocation of overtime cost shall reflect the actual cost incurred by the City without markup or up charges of any sort. Subject to appropriation in the then current Fiscal Year, CMU shall pay any such overtime costs not included in Exhibit 1 through a separate state commitment voucher, such as a purchase order or amendment to this Agreement.
3. During any Transitional Period, which term shall be generally defined as any period of 30 continuous days or more, for any or no reason, that the City is not at full force on the campus, costs billed to CMU shall be on a pro-rata basis reflecting actual costs incurred by the City. For purposes of determining a Transitional Period, the months of June and July shall be accepted. In June and July of any contract year the City may assign, reassign, or schedule the CMU Beat Area to receive more or less service than as generally provided pursuant to this Agreement during other months.

TERMINATION

1. In the event that the City shall fail to perform to the satisfaction of the

Trustees, or the Trustees and/or CMU shall fail to perform to the satisfaction of the City, either party shall be entitled to terminate this Agreement with 60 days prior written notice. The City shall be compensated for stipulated police automobile accrual costs and for the value of its services performed before the date of termination.

2. If this Agreement is terminated solely for the convenience of CMU and/or the Trustees and/or because funds are not appropriated, budgeted or otherwise available for the next succeeding fiscal year, the Agreement may be terminated on 60-days' written notice. The City shall be compensated for stipulated police automobile accrual costs and for the value of its services actually performed before the date of termination.
3. If this Agreement is deemed void, voidable or illegal by a finding or judicial order, determination, judgment or decree by a court of competent jurisdiction because it violates the Civil Service Amendment, the Trustees and/or CMU may immediately terminate the Agreement. The City shall be compensated for its start-up costs and for the value of its services actually performed before the date of termination.

NOTICES

Notices concerning this Agreement shall be made in writing by the City to the Trustees at the Office of Financial and Administrative Services, Colorado Mesa University, 1100 North Avenue, Grand Junction, Colorado 81501-3122 and by the Trustees to the City at 250 North 5th Street, Grand Junction, Colorado 81501, with a copy to the Office of the City Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United States mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

NO THIRD-PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Trustees, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreement. It is the express intention of the City and the Trustees that any other person other than the City or CMU and/or the Trustees receiving any benefits from this Agreement shall

be deemed to be incidental beneficiaries only.

INDEMNIFICATION

1. The City's obligation to indemnify the State shall be limited to any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the City's negligent performance under this Agreement, or its entry of State-owned property upon which the work under this Agreement is to be performed and including acts and omissions of the City's officers, employees and representatives. The City's obligation to indemnify the State shall not apply to liability and/or damages resulting from the negligence, reckless and or willful act of the Trustees and/or CMU's students, officers, agents or employees or the officers, agents or employees of the State of Colorado. This paragraph shall survive the termination of this Agreement.
2. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the City, the Trustees and/or CMU and their respective officers, agents and employees is controlled and limited by the provisions of 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended and as to the Trustees, CMU and their officers, agents and employees by the provisions of 24-30-1501 *et. seq.*, C.R.S., as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and modified so as to limit the liability of the City, CMU and the Trustees to and in accordance with the above-cited laws.

ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred in whole or in part.

STATUS OF CITY

For all purposes under this Agreement, the City, its officers, agents and employees are and shall be deemed an independent contractor retained on a contractual basis to perform professional services within the City of Grand Junction and it is not intended nor shall it be construed that employees of the City are employees of Colorado Mesa University or the State of Colorado. The law enforcement services provided hereunder are not and shall not be considered exclusive to CMU, but such services shall be considered the principal assignment of any Officer so assigned. The parties acknowledge and agree that the assigned Officer(s) may at certain times be required to respond to other locations,

situations or emergencies other than those directly arising from or related to the provision of services under or pursuant to this Agreement.

HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. Alterations, amendments, changes or modifications to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

VENUE

1. This Agreement shall be deemed to have been made in and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County and Colorado.
2. Any legal action shall be brought in the Mesa County District Court, except any claims under federal law may be brought in the United States District Court for the District of Colorado.

GENERAL

1. The laws of the City of Grand Junction, Mesa County, Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement, whether incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
2. At all times during the performance of this Agreement, the City shall strictly

adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

3. The signatories hereto aver that they are familiar with 18-8-301, *et. seq.*, (Bribery and Corrupt Influences) and 18-8-401, *et. seq.* (Abuse of Public Office), C.R.S. and that no violation of such provisions is present.
4. The signatories aver that, to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.
5. This Agreement shall include the Special Provisions set forth below, which are required by CMU's Fiscal Rules. All references in the Special Provisions to "Contractor" shall be deemed to refer to City and all references to "contract" or "Contract" shall be deemed to refer to this Agreement.

[Agreement continues next page]

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. VICE PRESIDENT AND UNIVERSITY CONTROLLER APPROVAL.

This Contract shall not be valid until it has been approved by the University's Vice President for Finance and Administration and the University Controller or their authorized delegates.

2. FUND AVAILABILITY.

Financial obligations of the University payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the University, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and state laws, University policies, procedures, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.

Colorado law, and procedures and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, procedures, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED.

The University does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

8. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

See CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.



9. VENDOR OFFSET.

[Not applicable to intergovernmental agreements]

If required by CRS §24-30-202.4 (3.5), the University Controller may withhold payment under the state's vendor offset intercept system for debts owed for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the state as a result of final agency determination or judicial action.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Persons signing for City hereby swear and affirm that they are authorized to act on City's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">CITY OF GRAND JUNCTION</p> <p>By: Greg Caton Title: City Manager</p> <p>DocuSigned by:  B361CED444DF4B9... Signature</p> <p>Date: <u>6/20/2023 5:46 PM MDT</u></p> <p style="text-align: center;">2nd Contractor Signature if Needed</p> <p>By: Matt Smith Title: Chief of Police</p> <p>DocuSigned by:  2FFFDAB3E8BE478... Signature</p> <p>Date: <u>6/23/2023 11:43 AM MDT</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor</p> <p style="text-align: center;">The Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University</p> <p>By: <u>Principal Representative</u></p> <p>Date: _____</p> <p style="text-align: center;">LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY'S VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

The University's Fiscal Rules require the University's Vice President for Finance and Administration to approve all Contracts. This Contract is not valid until signed and dated below by the University's Vice President for Finance and Administration or authorized delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION
Michelle Quinn

By: _____
Michelle Quinn or Authorized Delegate

Effective Date: _____

EXHIBIT 1
City of Grand Junction Police Department/Colorado Mesa University
Services Contract Calculation for the
Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024

EXPENSE	Fiscal Year	
	Jul-23	thru Jun-24
LABOR		
<u>Salaries:</u>		
Sergeant	\$	110,136
Police Officers (4.0)	\$	340,871
Benefits & Other	\$	159,522
Subtotal: Labor	\$	610,529
NON-PERSONNEL OPERATING		
MDC, Cell Phone Charges	\$	1,236
MDC, Data Processing / Accrual	\$	12,102
Vehicle Fuel/Maintenance	\$	6,180
Vehicle Accrual	\$	11,021
	\$	
Subtotal: Operating	\$	30,539

TOTAL EXPENSE	\$	641,068
REVENUE		
<u>Colorado Mesa University</u>		
Labor @ 80%	\$	488,423
Non-Personnel Operating Costs @ 80%	\$	24,431
Overtime	\$	25,015
Subtotal	\$	537,869
Admin. Fee, 2.5% (Jan – June) of Subtotal	\$	6,723
Admin. Fee, 3.5% (July – Dec) of Subtotal	\$	9,413
TOTAL CONTRACT AMOUNT	\$	554,005

Initial for acceptance

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GL
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MS
CMU
City