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RESOLUTION NO. 24-110

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION FOR APPROVAL TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT (IGA) WITH UNIVERSITY OF COLORADO-COLORADO SPRINGS
POLICE DEPARTMENT FOR USE OF THE EL PASO COUNTY SHERIFF'S
OFFICE'S INCINERATOR.**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(d), and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the legislative authority to make all contracts and do such other acts relating to its property when deemed by the Board to be in the best interests of the County; and

WHEREAS, C.R.S. § 29-1-203, provides authority for El Paso County to cooperate or contract with other governmental entities to provide any function, service or facility lawfully authorized to each of the cooperating or contracting governmental units, when deemed by the Board to be beneficial to the citizens of El Paso County; and

WHEREAS, El Paso County, Colorado is a duly organized county and political subdivision of the state of Colorado; and

WHEREAS, the University of Colorado-Colorado Springs Police Department is a State institution of higher education authorized to employ police officers (C.R.S. § 24-7.5-101); and

WHEREAS, the El Paso County Sheriff's Office (hereinafter "EPSO") operates an EPAT 1.5 Incinerator system that is used in the destruction of narcotics, dangerous drugs, and other acceptable items; and

WHEREAS, the University of Colorado-Colorado Springs Police Department (hereinafter "UCCSPD") needs to use an incinerator for the purposes stated above; and

WHEREAS, UCCSPD and the EPSO are requesting to enter into an Intergovernmental Agreement pertaining to use of the EPSO's incinerator ("IGA"), attached hereto as Exhibit 1, with services to be provided by the EPSO; and

WHEREAS, the term of the IGA will be from execution until January 10, 2027; and

WHEREAS, UCCSPD will pay El Paso County the service rate of three hundred fifty dollars (\$350) per incinerator cycle, payable at the end of the calendar month in which the appointment occurred.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of El Paso County, Colorado, does hereby approve the Intergovernmental Agreement

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entered by the EPSO and UCCSPD regarding the use of the incinerator as further detailed in the Intergovernmental Agreement.

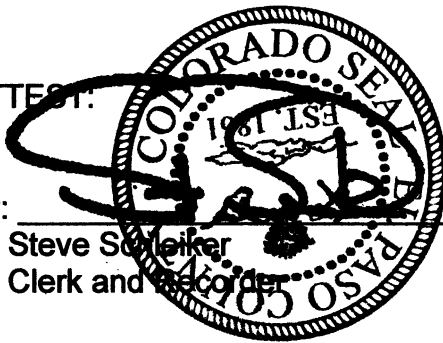
BE IT FURTHER RESOLVED, that Cami Bremer, duly elected, qualified member and Chair of the Board of County Commissioners, or Carrie Geitner, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 12th day of March 2024, at Colorado Springs, Colorado.

ATTEST:

By: _____

Steve Schaefer
Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Cami Bremer
Chair

A handwritten signature in cursive script, reading "Cami Bremer", is written over a horizontal line.

INTERGOVERNMENTAL AGREEMENT
Between
EL PASO COUNTY AND UNIVERSITY OF COLORADO – COLORADO SPRINGS
Regarding
INCINERATOR USE AND RESTRICTIONS

THIS INTERGOVERNMENTAL AGREEMENT (hereafter, "Agreement" or "IGA") is entered into on the _____ day of _____, 2024, between the El Paso County Sheriff's Office, hereafter, referred to as "Sheriff's Office" or "EPSO") and the University of Colorado – Colorado Springs Police Department, a state institution (hereafter, "UCCSPD"). The parties shall be referred to as a "Party" or collectively as the "Parties".

WHEREAS, El Paso County, Colorado is a duly organized county and political subdivision of the State of Colorado; and

WHEREAS, the University of Colorado-Colorado Springs Police Department is a State institution of higher education authorized to employ police officers (CRS 24-7.5-101); and

WHEREAS, the EPSO operates an EPAT 1.5 Incinerator system that is used in the destruction of narcotics, dangerous drugs, and other acceptable items. This is a tool for other agencies which need assistance with drug destruction and as such, any law enforcement agency within the State of Colorado will be eligible to benefit from the use of the incinerator for the purpose of destroying acceptable items; and

WHEREAS, the UCCSPD desires to contract with EPSO to destroy narcotics, dangerous drugs, and other acceptable items that are in the custody of the Agency.

NOW, THEREFORE, the Parties, based on the mutual promises and considerations below, agree as follows:

I. AUTHORITY:

This Agreement is made by and between the parties hereto, under the authority of C.R.S. § 29-1-203 and by Colo. Const. art. XX, §6.

II. PURPOSE:

The purpose of this Agreement is to define the cooperative agreement to destroy narcotics, dangerous drugs, and other acceptable items using the EPSO EPAT 1.5 Incinerator.

III. PARTIES:

The parties to this IGA are:

- A. El Paso County, for the use and benefit of the El Paso County Sheriff's Office. The contact for notice for El Paso County shall be:**

Commander Mitch Mihalko or successor
El Paso County Sheriff's Office
27 E. Vermijo Avenue
Colorado Springs, CO 80903

- B. University of Colorado – Colorado Springs Police Department. The contact for notice for the UCCSPD shall be:**

Chief Dewayne McCarver or successor
University of Colorado – Colorado Springs Police Department
1420 Austin Bluffs Parkway
Colorado Springs, CO 80918

IV. NOTICES:

- A. Any notice required to be given under this Agreement or related to the overall terms of this Agreement shall be in writing and shall be either personally served upon the other Party or sent by certified U.S. Mail, return receipt requested to the Parties listed in Section III.**
- B. Contact Procedures and Requirements for General Operations. Any operational communications related to day-to-day concerns with services provided shall be reported by contacting the EPSO Evidence Supervisor during weekday business hours of 8:00 AM to 4:30 PM at (719) 390-2470.**

V. TERM AND EXTENSIONS:

The duration of this Agreement shall be from execution to January 10, 2027, after which this Agreement will expire. Nothing in this Agreement shall be construed as imposing an automatic renewal period beyond January 10, 2027. The Parties may extend this Agreement by executing a written extension, signed by both Parties, prior to the expiration date.

VI. TERMINATION:

Nothing in this Agreement prohibits either Party from terminating this Agreement upon written notice to the other Party with no prior notice necessary.

VII. DEFINITIONS:

For purposes of this Agreement, the following definitions shall apply:

- A. "Contracting Outside Agency" means a law enforcement agency in the State of Colorado that is the Party listed in section III.B. of this agreement.**

VIII. GENERAL SCOPE OF SERVICES PROVIDED BY THE SHERIFF'S OFFICE:

A. Functions. The functions of the EPSO staff are as follows:

1. Maintain a schedule for the use of the incinerator by outside agencies and set all appointments for outside agencies.
2. Review the completed Request for Destruction of Drug Evidence Form prior to setting the appointment.
3. Prepare the site for receipt of items brought by outside agencies for destruction, operate the incinerator to ensure complete destruction of items, and conduct clean-up of the incinerator and site.
4. Confirm with the outside agency that only authorized items (Appendix A) are being placed into the incinerator for destruction.
5. Prepare invoicing of service fees for the outside agency requesting services.

B. General.

1. The Sheriff's Office will provide personnel for the preparation, function, and clean-up of the incinerator.
2. The Sheriff's Office will not provide transport service, inventory services, or loading services.
3. The Sheriff's Office will not provide this service as a commercial provider or with the intent to become a commercial provider.
4. Individual equipment used to support this service shall remain the responsibility of the outside agency.
5. The Sheriff's Office shall be responsible for scheduling and assigning personnel servicing this Agreement.
6. El Paso County shall not be liable for claims or damages caused by the destruction of items, as Sheriff's Office personnel will not inventory such items.

IX. GENERAL RESPONSIBILITIES OF THE CONTRACTING OUTSIDE AGENCY:

- A. The contracting outside agency must complete a Request for Destruction of Drug Evidence form and submit the form to the EPSO Evidence Facility by email at: shrevidence@elpasoco.com for review.
- B. The contracting outside agency agrees to only submit items that are allowed for destruction as outlined in Appendix A.
- C. The contracting outside agency understands that placing items in the incinerator not authorized in Appendix A, may result in having privileges suspended and this agreement terminated.
- D. The contracting outside agency agrees to pay a service fee which is detailed in section XI of this agreement which is meant to cover utility and personnel costs to operate the incinerator.
- E. The contracting outside agency agrees to provide personnel to load items set for destruction into the incinerator and remain on-site until the incinerator cycle has been initiated.

X. SPECIAL CONSIDERATIONS:

- A. EPSO Evidence Facility personnel shall work in a collaborative effort with the outside agency, but:**
- 1. They do not work for and are not agents of the contracting outside agency.**
 - 2. They shall report directly to their Sheriff's Office chain of command for any/all administrative and operational matters.**

XI. CHARGES AND COSTS:

- A. Charge for Service.** The contracting outside agency agrees to compensate El Paso County at the service rate of Three Hundred-Fifty dollars (\$350), for each incinerator cycle, payable at the end of the calendar month in which the appointment occurred.

XII. GENERAL PROVISIONS:

- A. Amendment of Agreement.** This IGA may be amended only upon the consent of both Parties. The amendment must be put in writing and signed by both Parties.
- B. Assignment.** No Party shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Party.
- C. Compliance with Laws.** At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established.
- D. Confidentiality.** El Paso County shall keep all records and information confidential and comply with all laws and regulations concerning confidentiality of information, unless otherwise provided by law.
- E. Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties. At the time of the execution of this Agreement, there are no other terms, conditions, requirements, or obligations affecting this Agreement that are not specifically set forth herein.
- F. Governing Law.** This Agreement is subject to and shall be interpreted under the law of the State of Colorado. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.
- G. Governmental Immunity.** The Parties recognize and agree that they are governmental entities, subject to the provisions of the Colorado Governmental Immunity Act (CGIA) C.R.S. § 24-10-101 *et. seq.* Any provision of this Agreement, whether or not incorporated by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the Parties to the terms of the CGIA.
- H. Headings.** The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement. The headings shall not be construed to affect in any manner the terms and provisions of this Agreement or their construction.
- I. Hold Harmless/Indemnification.** Each Party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated with respect to the enforcement of the IGA, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable

limitations of liability provided to each Party by the Colorado Governmental Immunity Act (CGIA), C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution. El Paso County shall neither have nor exercise, any control or direction over the manner and means by which Cascade performs its obligations; except as otherwise stated in this IGA.

- J. Independent Contractors.** The Parties agree that they stand as independent contractors in relationship to one another. Nothing in this Agreement shall be construed to create an employer-employee or any other sort of master-servant relationship between the Parties. Each Party remains responsible for all pay, benefits, employment decisions, worker's compensation, and other liabilities for its own personnel.
- K. Local Concern.** The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the concerns covered herein matters of mixed or statewide concern.
- L. Modifications.** This Agreement may only be modified upon written agreement of the Parties.
- M. No Third-Party Beneficiaries.** 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 its Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any person or entity, not a Party to this Agreement. It is the express intention of the Parties that any person or entity, not a party to this Agreement receiving a benefit under this Agreement shall be deemed an incidental beneficiary only.
- N. Operation Costs.** Each Party shall, at all times, be responsible for its own costs incurred in the performance of this IGA and, except as set forth in Section XI.A of this Agreement, shall not receive any reimbursement from the other Party to this IGA.
- O. Records and Compliance.** El Paso County will maintain records regarding telephone calls and calls for service in compliance with El Paso County records retention requirements and Colorado law.
- P. Severability.** The terms of this Agreement are severable. Should any term or provision of this Agreement be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision of this Agreement, to the extent that it is still capable of being performed within the Parties' intentions.
- Q. Subject to Annual Appropriations.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Parties not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory change, requirement, or liability beyond the current fiscal year.
- R. Waiver.** The Parties agree that the waiver of a breach of any term or provision of this Agreement shall not act as a second or subsequent waiver of the same term or any other term under this Agreement.

IN WITNESS WHEREOF, El Paso County and the University of Colorado – Colorado Springs Police Department have executed this Intergovernmental Agreement as written above.

Signatures:

FOR: University of Colorado – Colorado Springs Police Department

BY: Dewayne McCarver
Dewayne McCarver (Jan 24, 2024 14:48 MST)

TITLE: Chief of Police

DATED THIS January DAY OF 24, 2024

FOR: The El Paso County Sheriff's Office

BY: 

TITLE: Sheriff

DATED THIS 25 DAY OF January, 2024

FOR: The Board of County Commissioners

BY: _____

TITLE: _____

DATED THIS _____ DAY OF _____, 202_

As to the Form,

FOR: The County Attorney for El Paso County

BY: 

TITLE: Assistant County Attorney - EPSO

DATED THIS 24th DAY OF January, 2024

APPENDIX A

Acceptable Items:

1. Illegal Narcotics
2. Prescription Medications
3. Other Drugs Set for Destruction
4. Paper Envelopes
5. Paper Boxes
6. Plastic Bags
7. Burlap Bags
8. Plastic Pill Bottles
9. Pint and Quart Metal Pain Cans and Tin Cans
10. Small Plastic Containers
11. Liquid Less Than 3 Ounces
12. Hypodermic Needles (Sharps)
13. Plastic Needle Tubes
14. Clothing – i.e., uniforms or jumpsuits
15. Vape Pens

Unacceptable Items:

1. Ammunition
2. Explosives or Items Designed to Explode
3. Firearms
4. Flammable Items – i.e., Cigarette Lighter, Butane Lighter
5. Batteries
6. Glass Jars
7. Liquids Greater Than 3 Ounces
8. Aerosol Cans
9. Compressed Gas or Cylinders
10. Gallon or Larger Paint Cans
11. Metal Items – i.e., Knives, Spoons, Marijuana Grinders, Brass Knuckles
12. Cell Phones or Electronics