



**TOWN OF WIGGINS
WORK SESSION AGENDA**

November 10, 2021 at 7:00 P.M

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***NOTE: THE PUBLIC IS HIGHLY ENCOURAGED TO ATTEND THE MEETING
VIA ZOOM DUE TO LIMITED SEATING CAPACITY***

GO TO FOLLOWING SITE <https://us06web.zoom.us/j/88202736268> FOR THE MEETING LINK

MEETING AGENDA

<u>AGENDA TOPIC</u>	<u>ESTIMATED TIME</u>
1. Thoughts and Ideas on Revenue Generation for Future Action	45 minutes
2. Discussion on WPD Participation in National Incident-Based Reporting System (NIBRS)	15 minutes
3. Other Items/Updates	15 minutes
4. Future Agenda Topics	5 minutes

The Board of Trustees may adjourn for a brief Special Meeting after the Work Session.



STAFF SUMMARY

Board of Trustee Work Session

November 10, 2021

DATE: November 6, 2021

AGENDA ITEM NUMBER: 1

TOPIC: Discussion on Thoughts and Ideas on Revenue Generation for Future Action

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND:

The Board of Trustees and Town staff have been discussing the Town's 2022 draft budget for several weeks. The desire of the Board, staff and residents is that the Town continue to have a balanced budget. Staff and the Board want to maintain a budget with revenue that exceeds expenses and to have sufficient reserves. Each year, expenses increase in response to price increases for materials and labor, and the increase in services being expected by residents. The Town is growing which helps to increase revenues, however another source(s) of revenue can be helpful.

SUMMARY:

The Trustees and staff strive to be good stewards of the Town's resources. Identifying the need and timing for increasing revenues is an important discussion to hold periodically. This discussion is an attempt to formalize various ideas and thoughts and begin the planning process needed to implement one or more of the methods considered. This can also start the planning process of how to fund specific infrastructure projects anticipated in the future, especially those projects that do not currently have a funding mechanism in place. It can also assist in identifying funding for ongoing expenses that does not require the expenditure of one-time revenue.

FISCAL IMPACT:

There is no fiscal impact to the Town of Wiggins adopted budget as a result of this discussion. Future positive and negative impacts may result in the future.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

This discussion supports the Board of Trustees' desire to provide efficient services for the Town and to be responsive to identified needs. As the need for services increase, revenue will also need to increase to adequately provide those services.

QUESTIONS/INFORMATION REQUESTED FROM THE BOARD OF TRUSTEES:

- What ideas to increase revenue would the Board of Trustees like staff to explore?



STAFF SUMMARY

Board of Trustee Work Session

November 10, 2021

DATE: November 6, 2021

AGENDA ITEM NUMBER: 2

TOPIC: Wiggins Police Department's participation in crime information reporting with the National Incident-Based Reporting System (NIBRS).

STAFF MEMBER RESPONSIBLE: Craig Miller, Chief of Police

BACKGROUND:

The Chief of Police was notified by the Colorado Bureau of Investigations (CBI) that for several years the Wiggins Police Department has not participated in crime information reporting with the National Incident-Based Reporting System (NIBRS). The training for entering information into NIBRS is quite extensive and none of the officers are trained in this. To assist in getting information reported into NIBRS, Chief Miller was referred to the Fort Morgan Police Department (FMPD) to determine the most appropriate way to start this process. It was determined that hiring a part-time records clerk, who was already trained and knowledgeable in NIBRS entries, would be the most efficient way to fulfill the requirements of the NIBRS program.

An indispensable tool in the war against crime is the ability to identify with precision when and where crime takes place, what form it takes, and the characteristics of its victims and perpetrators. Armed with such information, law enforcement can better make its case to acquire the resources it needs to fight crime and, after obtaining those resources, use them in the most efficient and effective manner. NIBRS provides law enforcement with that tool because it is capable of producing more detailed, accurate, and meaningful data than those produced by the traditional Uniform Crime Reporting (UCR) Program.

Participation in NIBRS is necessary in order to provide accurate crime statistics to assist with grant funding. Non-participation may result in sanctions by the Federal Bureau of Investigation (FBI).

Chief Miller received approval from FMPD Chief Sharp to contract with one of his trained and experienced records clerks to assist the Wiggins Police Department in fulfilling its obligations with the NIBRS program.

SUMMARY:

As outlined in the attached contract, the Wiggins Police Department will contract FMPD Records Clerk Stephanie Harman to complete NIBRS entries. This will take place during pre-determined dates and times as arranged through the Chief of Police.

FISCAL IMPACT:

The adoption of this resolution has a negative impact on the adopted 2021 Budget as it may cost up to \$600.00 per month for this service depending on the need. The 2021 Budget has sufficient funds to cover this expense and the expense will be included in the 2022 Budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

This resolution supports the Board of Trustees' desire to provide efficient services from the police department by allowing officers to remain available for patrol, instead of conducting extensive and time-consuming records entry duties.

QUESTIONS/INFORMATION REQUESTED FROM THE BOARD OF TRUSTEES:

- Does the Board of Trustees agree with staff's method to move forward on this?
- Do the Trustees have any questions for staff?

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF WIGGINS AND STEPHANIE HARMAN

1.0 PARTIES

The parties to this Agreement are the **Town of Wiggins**, a Colorado municipal corporation, hereinafter referred to as the "Town," and **Stephanie Harman** hereinafter referred to as the "Contractor."

2.0 RECITALS AND PURPOSE

The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as

may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefore are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

The Town designates Craig Miller, Chief of Police, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.

The Contractor designates Stephanie Harman as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement requires the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be November 1, 2021 to October 31, 2022, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Wiggins Board of Trustees, in its sole discretion.

7.0 INSURANCE

7.1 Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to secure liability insurance or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability.

7.2 If the Services include driving on behalf of the Town, the Contractor shall at its own expense be required to keep in full force and effect during the term of this Agreement automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by the laws of the State of Colorado (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).

7.3 If the Services include driving on behalf of the Town, the Contractor's automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole

discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. Contractor shall be solely responsible for any deductible losses under the required policies.

7.4 Certificates of insurance shall be provided by Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the

Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Morgan County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY WORKERS WITHOUT AUTHORIZATION PROHIBITED

17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit B, the "Town of Wiggins Public Services Contract Addendum-Prohibition Against Workers Without Authorization", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by

hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Wiggins
Town of Wiggins
Attn: Town Manager
304 Central Ave
Wiggins, CO 80654
Phone: (970) 483-6161
Fax: (970) 483-73

If to the Contractor:

Stephanie Harman
701 Lincoln Street
Fort Morgan, CO 80701
Telephone: (970) 380-0890

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF WIGGINS
A Colorado Municipal Corporation

By: _____
Town Manager

Attest: _____
Town Clerk

CONTRACTOR:

By: Stephanie Harman
Title: _____
Date: 10-18-2021

Exhibit A – Scope of Services and Price Information

Performing complete and accurate entry of National Incident-Based Reporting System (NIBRS) crime statistics information for the purpose of maintaining reporting standards as set by the Federal Bureau of Investigations (FBI). These services will be performed at a rate of eighteen (18) dollars per hour.

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 40-2021**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH
STEPHANIE HARMAN**

WHEREAS, the Town of Wiggins Police Department is required to report crime statistics information into the National Incident-Based Reporting System (NIBRS) in accordance with reporting standards as set by the Federal Bureau of Investigations (the “Services”); and

WHEREAS, it takes extensive training to perform the Services and none of the Wiggins officers are trained to do this at this time; and

WHEREAS, participation in NIBRS is necessary in order to provide accurate crime statistics to assist with grant funding; and

WHEREAS, an independent contractor agreement has been proposed between the Town and an employee of the Fort Morgan Police Department who has experience in performing the Services; and

WHEREAS, the Board of Trustees finds it is in the best interest of the Town to enter into this agreement.

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

Section 1. The Board of Trustees hereby approves the Independent Contractor Agreement By and Between the Town of Wiggins and Stephanie Harman (the “Agreement”) in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Town Manager and Town Clerk are authorized to execute the Agreement in substantially the same form as the copy attached hereto; further, the Town Manager is hereby granted the authority to negotiate and approve such revisions to the Agreement as determined necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Agreement are not altered.

INTRODUCED, RECOMMENDED, AND RESOLVED THIS 17TH DAY NOVEMBER, 2021.

TOWN OF WIGGINS, COLORADO

Jeffrey Palmer, Mayor

ATTEST:

Deborah Lee, Town Clerk