



NOTICE OF KREMMLING BOARD OF TRUSTEES
SPECIAL MEETING

Wednesday October 5, 2022, 6:00 PM
200 Eagle Ave. Kremmling, CO 80459

The Special Meeting will be called to order at 6:00 PM located at 200 Eagle Ave., Kremmling, CO 80459. The meeting is open to the public except for Executive Sessions. If you need special accommodations, please contact town at 970-724-3249 or email manager@townofkremmling.org.

AGENDA

Call to order
Roll Call
Pledge of Allegiance
Conflicts of Interest

AGENDA ITEMS

- 1. DISCUSSION/ACTION ITEM. RESOLUTION NO. 2022-05 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH GRAND COUNTY AND THE GRAND COUNTY SHERIFF** *Town Manager, Ashley Macdonald*
- 2. DISCUSSION/ACTION ITEM. KRW Associates LOA Amendment.** *Town Manager, Ashley Macdonald*

Adjourn



**KREMMLING BOARD OF TRUSTEES REGULAR MEETING
AGENDA ITEM COVER LETTER**

AGENDA ITEM: 1. **DISCUSSION/ACTION ITEM. RESOLUTION NO. 2022-05 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH GRAND COUNTY AND THE GRAND COUNTY SHERIFF**

DEPARTMENT: Town Manager, Ashley Macdonald

EXECUTIVE SUMMARY:

Due to gaps in the workforce additional mutual aid services are being requested.

SUMMARY:

n/a

FINANCIAL IMPACTS:

1-2 Senior Law Enforcement Officials may be contracted on an hourly basis for \$70 per hour each.

STAFF RECOMMENDATION:

“ I motion to approve resolution 2022-05 a resolution approving a memorandum of understanding with grand county and the grand county sheriff ”

ATTACHMENTS:

Memorandum of Understanding

Resolution No. 2022-05

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the “MOU”) dated the 5th day of October, 2022 is made by and between the Board of County Commissioners of the County of Grand, State of Colorado and the Grand County Sheriff (collectively “County”) and the Town of Kremmling, a Colorado municipal corporation (“Town”).

WHEREAS, the Town has requested that the County provide the Town with operational oversight to the employees of the Kremmling Police Department; and

WHEREAS, the parties are authorized to enter into this MOU pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, Section 29-1-203, C.R.S. and Section 30-11-410, C.R.S.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the Town, Sheriff and County agree as follows:

1. Services Provided by Sheriff. The County of Grand, State of Colorado, through the Grand County Sheriff’s Department shall provide operational oversight to the employees of the Kremmling Police Department. At the discretion of the Sheriff, and in the event additional officers are necessary for the benefit of the residents and visitors of Town, the Sheriff shall provide appropriate officers and equipment for public safety, subject to approval by the Town Manager. County shall also provide necessary law enforcement specific administrative functions.

2. Services Provided by Town. Town shall perform all administrative functions for the Town Police such as budget, time cards, payroll, HR, etc. Town shall grant to the County access to all law enforcement databases and access to the Town Police station.

3. Term; Termination. The term of this MOU shall commence on October 1, 2022 and run through November 30, 2022 unless sooner terminated by the parties. This MOU may be terminated, with or without cause, by either party with fifteen (15) days written notice.

4. Compensation for Services. The Sheriff will provide his Services at no cost to the Town. If the Sheriff determines that other deputies are necessary to fill minimum staffing levels, the Town shall pay for the Services performed by those officers at an hourly rate of \$70.00 per hour per officer and \$50.00 per day per officer for the use of County equipment. The County shall invoice the Town monthly and shall include the officer’s time sheets for each billing period. The Town shall pay the County for the entire amount invoiced no later than thirty (30) calendar days after the date of the invoice. A late charge of one and one-half percent (1.5%) per month shall be added to each invoiced amount for which late payment is made.

5. **Equipment.** The County will provide its own equipment, training, uniforms, vehicles, and supplies for officers providing Services hereunder, except that the County may utilize Town equipment, vehicles and supplies upon request.

6. **Policies and Procedures.** The Sheriff and any other County personnel providing services under this MOU shall comply with the Grand County Sheriff's Office policies and procedures.

7. **Relationship of the Parties; Employment Benefits.** This MOU is an agreement for the County to provide services to the Town. It is not intended to create an employment relationship between the Town and the Sheriff and or any County personnel providing services to the Town under this MOU. The Sheriff and County personnel shall remain employees of the County. The Town shall not have disciplinary authority over any County personnel. The County shall continue to be responsible for administering all wages, withholdings, pension, worker's compensation, unemployment benefits, and any and all dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

8. **Governmental Immunity/Insurance.** The County and Town are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"). The Town and County shall at all times during the terms of this MOU, maintain such liability insurance as is necessary to meet their liabilities under the Act. Each insurance policy shall have minimum limits which match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended. Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this MOU. By agreeing to this provision, neither the County nor the Town waives or intends to waive the limitations on liability or any other provision of the Act.

9. **Obligations Contingent upon Availability of Funding.** All obligations of the parties under this MOU are expressly contingent upon funds being appropriated, budgeted, approved, or otherwise made available by the governing body of the respective party. To the extent that such funding is not made available, either in whole or in part, the parties shall be released from any obligations under this MOU for which such funding is required.

10. **No Multi-Fiscal Year Obligation.** The Town is not obligated by this MOU to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the Town other than funds appropriated for the payment of current expenditures. All payment obligations of the Town under this MOU are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Town.

11. **Notices.** Notices required hereunder shall be effective if made in writing and delivered either by hand, e-mail, or sent certified mail, postage pre-paid, to the following addresses:

Office of the Town Manager
Town of Kremmling
P.O. Box 538
Kremmling, CO 80459

Office of the County Sheriff
Grand County
670 Spring Street
Hot Sulphur Springs, CO 80451

Board of County Commissioners
PO Box 264
Hot Sulphur Springs, CO 80451

12. **Venue and Choice of Law.** This MOU shall be governed by the laws of the State of Colorado. The parties agree that venue in any action to enforce or interpret this MOU shall be in the Grand County District Court.

13. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement shall be strictly reserved to the County and Town, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this MOU that any person receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

14. **Entire Agreement.** This MOU constitutes the entire agreement between the parties and may not be amended except by a written document executed by both parties. This MOU may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

GRAND COUNTY, COLORADO

By: _____
Its: _____

GRAND COUNTY SHERIFF

By: _____
Its: _____

TOWN OF KREMMLING

By: _____
Its: _____

ATTEST:

THE TOWN OF KREMMLING
RESOLUTION NO. 2022-05

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH GRAND
COUNTY AND THE GRAND COUNTY SHERIFF

WHEREAS, the Town has requested that Grand County and the Grand County Sheriff provide the Town with operational oversight to the employees of the Kremmling Police Department on a short-term basis; and

WHEREAS, a Memorandum of Understanding (“MOU”) has been proposed for these services; and

WHEREAS, the Town is authorized by law to enter into the MOU, and the Board of Trustees finds and determines that execution of the MOU is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING:

Section 1. The Memorandum of Understanding (“MOU”) between the Town of Kremmling, Grand County, and the Grand County Sheriff for operational oversight services is hereby approved in essentially the same form as the copy of such MOU accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement, and is further authorized to negotiate and approve on behalf of the Town such revisions to the MOU as the Mayor and Town Manager determine are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the MOU are not altered.

PASSED AND ADOPTED at a special meeting of the Board of Trustees of the Town of Kremmling held this 5th day of October, 2022.

ATTEST:

SIGNED:

Town Clerk

Grover Pryor, Mayor



**KREMMLING BOARD OF TRUSTEES REGULAR MEETING
AGENDA ITEM COVER LETTER**

AGENDA ITEM: 2. **DISCUSSION/ACTION ITEM. KRW Associates LOA
Amendment.**

DEPARTMENT: Town Manager, Ashley Macdonald

EXECUTIVE SUMMARY:

The Town Manager is requesting a revised LOA with KRW Associates.

SUMMARY:

The intent of the analysis is to provide long range staffing and financial feasibility planning for our Police Services. The analysis will provide perspective and data to assist Staff and the Board with budget development, staffing assistance, and long range planning support.

FINANCIAL IMPACTS:

The original approved amount was \$11,500. The revised amount is \$18,500.

STAFF RECOMMENDATION:

“I MOTION TO APPROVE the revised LOA for KRW Associates in the amount to not exceed \$18,500.”

ATTACHMENTS:

Proposal and Letter of Agreement (LOA) for KRW Associates

PROPOSAL AND LETTER OF AGREEMENT (LOA)

September 26, 2022

Ashley Macdonald
Kremmling Town Manager
PO Box 538
200 Eagle Ave.
Kremmling, CO 80459

RE: Kremmling, CO Project to include:

- ***Mentoring – Leadership support training for internal Kremmling Officer in possibly assuming duties of a supervisor or Interim Chief of Police,***
- ***The development and posting of an interim Chief of Police job opening announcement.***
- ***Providing input, suggestions and support to the Town Manager and the Town Board in the development of options for the Kremmling Police Department’s future.***

Dear Town Manager Macdonald,

KRW Associates LLC (KRW) in response to your request for a Letter of Agreement, (LOA) which contains the specifics of the following areas in which you need assistance. We are providing you with this LOA and ask that you consider this proposal as the sum total of our discussions and which represents a formal response to our discussions, and if satisfactory, adopt this “Letter of Agreement” as a working document for the three options stated above,

- Provide direct and virtual mentoring-leadership support for a yet to be determined Kremmling Police Officer to then placed into the position of a supervisor or as the Interim Kremmling Chief of Police for a yet to be determined period.
- Develop and post the **Interim** Chief of Police vacancy for the Town of Kremmling, advertising / postings would be placed in the Colorado Chiefs of Police Association and the Colorado Sheriff’s Association web sites for an initial period of 30 days. KRW would then, **(if requested, and included in a separate LOA)** a separate posting and process to assist the Town in the process of selection of a new Chief of Police.
- Provide discipline specific guidance to the Town Manager and the Town Board regarding the evaluation of alternatives for providing full or part time law enforcement services to the Town of Kremmling, Colorado.
 - The options for consideration at a minimum should include consideration of a mutual aid agreement with another law enforcement agency,
 - alternative funding sources for police services within the Town of Kremmling

- the possibility of contracting with an outside Law Enforcement agency to provide partial and or complete law enforcement services for the Town of Kremmling.

The intent of this letter is to provide a structure and timeline regarding our services, concisely summarize our duties and responsibilities regarding the three options, state the set fee, and validate our working relationship. KRW Associates LLC (KRW) is a limited liability company registered in Colorado.

As directed by the Town Manager as our on-site contact and client we will work with the Town Manager as liaison for this project. The KRW team will keep you in our communication during all aspects of this staffing analysis.

KRW Managing Partners Dr. Gerald Williams and Mr. Lynn Johnson will co-manage this project. Mr. Al Youngs a KRW Associate will be the on-site and primary consultant for this on-site work. Mr. Youngs will be coordinating with KRW Managing Partners on the mentoring and leadership training aspects and will assist in items 2 and 3 of this proposal. Ms. Gina McGrail will be the other member of our team for this project. The entire team will be involved in providing the consulting services for items 2 and 3 of this contact. (See Attachment B for *Qualifications of Key Personnel.*)

The set fee for this project is \$18,500.00, which covers consultant fees and most direct consultant expenses.

Proposed Scope of Work and Schedule

This project will begin with the signing of the *Letter of Agreement* (LOA), at which time the following initial steps will take place including the collection / review and analysis of the following data:

- Base-line data on the organizational structure, both current and proposed.
- Deployment schedules.
- National Incident Based Reporting System, (NIBRS) Agency Crime Records for Kremmling.
- Kremmling Police Department's, (KPD) Incident Activity Reports.
- KPD's Law Incident Table by Date and Time; and
- All inter-governmental agreements and mutual aid agreements / including informal agreements.

The KRW team will evaluate these data sets as a starting point for the overall foundation of the three parts of this agreement. Once this first step has completed Mr. Youngs will conduct introductory interviews with the Town Manager followed by on-site mentoring sessions with the employee identified as the potential interim supervisor, (two full days on-site.) These initial on-site sessions will be followed by an ongoing set of virtual discussions between Mr. Youngs and the Kremmling Officer. If additional on-site session our needed, they will be scheduled during the full 12 cycle of this portion of this LOA.

Mr. Youngs will also conduct interviews with all members of the Kremmling Police organization. These interviews will be based upon our assessment of the data provided and the needed clarification required to accurately create a posting/advertisement for the selection of a new Chief of Police. This quantitative baseline will then be combined with the participant observation assessment made by on-site observations and the qualitative information gained from the interviews to formulate the foundation for the creation of viable options for the Town of Kremmling to consider. Our entire team will be involved

in the in-depth analysis of the data gathered from the interviews, on-site observations and follow-up discussions with the Town Manager and potentially the Town Board.

Scope of Work and Schedule

- **Oct. – Nov. 2022**- Finalize a letter of agreement and project details; KRW Associate Mr. Al Youngs will be the primary consultant for this study. He will be coordinating with KRW Managing Partners Dr. Gerald Williams and Mr. Lynn Johnson on all aspects of this project. An in-depth review will then be conducted by Mr. Youngs of the Kremmling Police information and crime data provided by the Town of Kremmling. Mr. Youngs will then schedule an in-person meeting with the Town Manager and will then schedule and conduct the initial 2 day on-site mentoring session with the Kremmling Officer.
- **Oct.-Nov. 2022** - Our staff based upon the initial work and the documents provided will develop a draft posting for the position of Interim Chief of Police for the Town of Kremmling. This draft posting will then be submitted for approval to the Town Manager, once approved the advertisement will be posted on the Colorado Association of Chiefs of Police, (CACP) and the Colorado Sheriffs Association, (CSA) web pages for an initial period of 30 days. **In this LOA KRW has not included the steps and cost of a complete process for conducting an executive search for a new Chief of Police for the Town. This comprehensive executive search process may not be necessary and if desired by the Town can be included in a separate LOA.**
- **Nov.- Dec. 2022**- The entire KRW team for this project will analyze the realistic options for moving forward to include the possibility of mutual aid agreements, the development of additional or new funding sources for the KPD, and any and all possibilities of contract law enforcement either partial or full contracting for law enforcement for the Town of Kremmling.
- **Jan. 2023**- A written report with specific recommendations will be prepared to discuss with the client. Once reviewed by the client, KRW will finalize the report and provide that report to the client. We, of course, will be available to answer questions of the Town Board at a date that is acceptable to both the Town Board and the KRW Staff.

Again, to ensure ease of communication throughout the process KRW would request that the Town Manager identify a primary contact person for this project. This person will assist in setting up interviews, locations, times, etc. and assist with coordination of all aspects of each step of the process including the final set of interviews.

Thank you for considering our offer of assistance.

Sincerely,

Gerald L. Williams

Dr. Gerald L. Williams
Managing Partner
KRW Associates, LLC

AGREEMENT

Signed: _____

Signed: _____

Date: _____

Date: _____

Authority Board Member/Designee

Gerald L. Williams, DPA
Managing Partner
KRW Associates, LLC

Attachment A

PROJECT COST SHEET

KREMMLING POLICE DEPARTMENT STAFFING ASSESSMENT

1. Oversight and Administration of entire three steps of this LOA	Includes overall project administration; staff time on-site, and all interviews, assessment of materials provided, the review of all data and the preparation of a final written report with recommendations, participation on an information / presentation with the Kremmling Town Board at the completion of the project.	\$16,000.00
2. Travel costs	All travel, lodging and meal costs are included in this fee.	\$2,500.00
	Total Project Fee	\$18,500.00

Attachment B

QUALIFICATIONS OF KEY PERSONNEL

Jerry Williams, DPA

Police Chief (Retired)

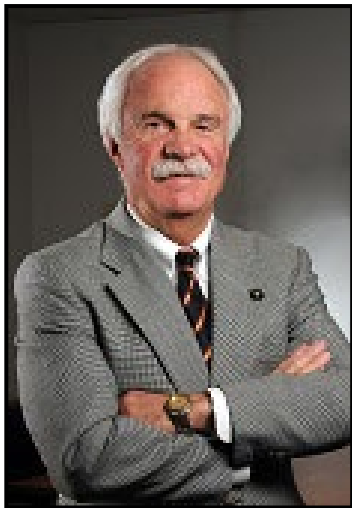
Past Director, Executive Leadership Master's

In Criminal Justice, & Associate Professor, University of Colorado Denver

Managing Partner, KRW Associates, LLC

Dr. Williams spent over 20 years as a public sector executive, as well as program director for key policing leadership programs at three nationally recognized universities. Dr. Williams has over 30 years of experience in the criminal justice field and has served as police chief in Arvada and Aurora, Colorado. Dr. Williams was a graduate of the FBI's National Academy (114 Session.)

Dr. Williams is a Past President of the Police Executive Research Forum (PERF) and former Chair of the National Commission on Law Enforcement Accreditation. Dr. Williams was a member of the National



Institute of Justice series Perspectives on Policing held at the John F. Kennedy School of Government, Harvard University. Williams is a former Principal Associate for the Institute for Law and Justice, a public sector criminal justice consulting firm located in the Washington, D.C. area.

Jerry has held Executive Director and faculty positions at three universities, the Blackwood Law Enforcement Management Institute of Texas at Sam Houston State University, the Administrative Officer Management Program at North Carolina State University, and the Executive Leadership Master's Program at the University of Colorado Denver.

In 2009, Dr. Williams was a panel member in the University of Denver's Strategic Issues year-long program entitled *Architecture for Immigration Reform: Fitting the Pieces of Public Policy.*

He has been involved in executive search consulting since 2001. He holds a DPA from the University of Colorado Denver, a master's degree in Criminal Justice from the University of Colorado-Denver, and a BA in History and Sociology from Metropolitan State University of Denver.

Lynn Johnson, BA
Deputy Chief (Retired)
Managing Partner, KRW Associates, LLC

Lynn Johnson has over 42 years in law enforcement; 20 years at the command and executive level. Lynn retired from the Arvada Police Department in 2016 as a Deputy Chief of Police, having served as Chief in both Operations and Administration Divisions. Lynn began his career in 1974, serving in a variety of assignments including Patrol, Traffic, Investigations, Drug Enforcement, and Internal Affairs. During his career Lynn has supervised or managed Police Records, Property and Evidence, Police Communications, SWAT, and Accreditation. Lynn has a bachelor's degree in Political Science from Fort Lewis College. Lynn is a graduate of the 204th session of the FBI National Academy and the 24th session of the Drug Enforcement Administration National Training Institute. Additionally, Lynn attended The Senior Management Institute for Police (SMIP) and is a graduate of Harvard University's Kennedy School of Government, Senior Executives in State and Local Government Program in 2007. Lynn is a graduate of the Leadership in Police Organizations course and instructed the Organizational Leadership portion of the course. Lynn served as the Chairman of the Jefferson/Broomfield Emergency Communications Authority for 8 years and served on the Jefferson County Community Corrections Board. Lynn served as the Interim Chief of Police in Durango Colorado for six months after his retirement from the Arvada Police Department.



Alan C. Youngs, Esq.

Public Safety and Legal Counsel
Associate, KRW LLC

Chief Youngs retired after 33 years with the Lakewood, Colorado Police Department. He is an Attorney at Law and a licensed member of the Washington, DC Bar, US District Courts in Colorado and Nebraska,



International Trade Court, Court of Appeals for the District and US Supreme Court. Chief Youngs is a certified litigation specialist and member of the board of directors for Americans for Effective Law Enforcement (AELE). A member of IACP, Chief Youngs is a member of committees for Investigative Operations, and Professional Standards. He also serves on committees for the Bureau of Justice Law Enforcement Leadership Initiative and the FBI's Futures Working Group. Chief Youngs works with the American Society for Industrial Security as Chair of their Interpol Committee and member of their Law Enforcement Liaison Committee. He has completed operational reviews for numerous police and corrections agencies across the US. Chief Youngs has also served extensively in international endeavors: performing audits, due diligence and inspections in Israel, Palestine, and Jordan; and served as police advisor to the program director in El Salvador, the Dominican Republic,

Honduras, Paraguay, and Peru. Chief Youngs is a graduate of the FBI National Academy and a published author of numerous articles on law enforcement topics.

Gina McGrail, BA

KRW Senior Associate

Gina McGrail joined KRW Associates following her 27-year career with the Fire and Police Pension Association of Colorado (FPPA). From 2006 until her retirement in 2017, she served as FPPA's Chief



Benefits Officer (CBO) and led the teams responsible for benefits administration, communications, member and employer education and affiliations. In this role, she was also involved with advising the Executive Director and the Board of Directors on matters related to benefit plan design and implementation, strategic planning, the annual legislative proposals and rule-making initiatives. As CBO, she served on and led the Self-Directed Plans committee and was the liaison for the record keeper for all DC plans. She has led and participated in search processes for executives, staff, contractors and vendors. Prior to joining FPPA, she worked in insurance and banking. Gina earned a Bachelor's degree from the University of Northern Colorado, and two Associate's Degrees from Northeastern Junior College. She is also a graduate of the Special Districts Association Leadership Academy. Gina holds the designation of Certified Employee Benefits Specialist (CEBS) from the

International Foundation of Employee Benefit Specialists from the Wharton School, University of Pennsylvania.

Attachment C

REFERENCES FROM RECENT PROJECTS SIMILAR IN SCOPE

City of Edgewater, CO
Police Department Organizational Assessment & Staffing Analysis
John Mackey, Chief of Police
720-763-3000
JMackey@EdgewaterPD.com

Clear Creek County, CO
Sheriff's Office Operations Assessment
Keith Montag, County Manager
303-679-2490
kmontag@clearcreekcounty.us