INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN AND AMONG HINSDALE COUNTY, THE HINSDALE COUNTY SHERIFF'S OFFICE, AND THE TOWN OF LAKE CITY

THIS INTERGOVERNMENTAL AGREEMENT ("Law Enforcement IGA," "IGA" or "Agreement") is between HINSDALE COUNTY (the "COUNTY"), the HINSDALE COUNTY SHERIFF'S OFFICE (the "SHERIFF") and THE TOWN OF LAKE CITY, (the "TOWN") FOR LAW ENFORCEMENT SERVICES ("Law Enforcement IGA"). The COUNTY, the SHERIFF, and the TOWN shall be collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the COUNTY is a county of the State of Colorado that has been duly established and is operating pursuant to Colorado Constitution Art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended, and the SHERIFF is an elected official of the COUNTY; and

WHEREAS, the TOWN is a municipal corporation that has been duly established and is operating pursuant to Colorado Constitution Art. XIV and XV and Title 31, C.R.S. as a Statutory Town located entirely within the COUNTY; and

WHEREAS, pursuant to Colorado Constitution Art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the COUNTY, the SHERIFF and the TOWN are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to § 30-11-410(1), C.R.S., as amended, the governing body of a municipality and a board of county commissioners are expressly authorized to contract for the purpose of providing law enforcement services; and

WHEREAS, the sharing of law enforcement services and personnel is beneficial to both the TOWN and the COUNTY to eliminate any potential duplication of services, achieving maximum coordination of trained personnel, and providing efficient use of public tax dollars; and

WHEREAS, the COUNTY, the SHERIFF and the TOWN mutually desire to contract for law enforcement services as provided herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the PARTIES agree as set forth below.

SECTION I - SERVICES TO BE PROVIDED BY THE SHERIFF'S OFFICE

The SHERIFF shall provide law enforcement services to and for the benefit of the TOWN, as follows:

A. The SHERIFF shall, at the Sheriff's sole direction and discretion, enforce the following within the incorporated limits of the TOWN:

1. Applicable State Statutes;

2. The COUNTY's Fire Ban Ordinance, Model Traffic Code Ordinance, and Animal Control & Licensing Ordinance, provided the TOWN first consents to application of said COUNTY Ordinances in accordance with C.R.S. § 30-15-401(8) and any other applicable law; and

3. The TOWN's Off-Highway Vehicle (OHV) Ordinance, provided the TOWN first secures an appropriate liability insurance policy for such OHV Ordinance enforcement by the SHERIFF . The appropriateness of said insurance policy shall be determined by mutual agreement of the COUNTY and TOWN Attorneys.

B. To the extent additional authority is necessary to permit the SHERIFF to provide the Law enforcement Services in Section I (A) within the TOWN, the TOWN hereby grants such authority.

C. All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the SHERIFF that requires service for the TOWN shall be handled as follows: Legal documents shall be provided by the TOWN to the Civil Division of the SHERIFF. The SHERIFF'S office personnel shall serve only legal documents required to be served in the TOWN limits. The TOWN shall pay such legal service of process costs in accordance with the SHERIFF'S office fee schedule, based upon the Colorado Revised Statutes. Such legal documents served for the benefit of the TOWN may be served inside the TOWN limits or within unincorporated Hinsdale County at the TOWN's expense.

D. The Parties acknowledge that the SHERIFF will occasionally be unavailable to provide immediate response to calls of a low priority for the following reasons: (1) staff size; (2) the fact that calls are not spread evenly over time; and (3) the need to address high priority calls first. Inevitably, there will be times when coverage is not instantaneous or ideal for low priority calls. The SHERIFF (or his designee) in his sole discretion will determine the priority and timing of calls and agrees to use his best efforts and judgment for the safety and well-being of the public, given what the SHERIFF knows at the time the decision is made.

E. **Place and Nature of Services.** This Law Enforcement IGA shall be implemented by the SHERIFF and shall not in any way affect the regular law enforcement services provided by the SHERIFF to unincorporated portions of Hinsdale County. The SHERIFF shall make all determinations in scheduling and designating the patrol area for the services provided under this Law Enforcement IGA. The standards of performance, discipline of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with the SHERIFF'S office policies and shall be otherwise at the sole discretion of the SHERIFF.

F. **Personnel and Equipment.** The COUNTY shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities, and supplies necessary to provide the services to be rendered hereunder. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of the TOWN, the same are to be supplied by the TOWN at its own expense. All equipment used in the performance of this Law Enforcement IGA, including vehicles, arms, communication equipment, and supplies, shall remain the property of the COUNTY.

SECTION II - RESPONSIBILITIES OF THE TOWN

The TOWN shall timely pay for the services provided hereunder and provide information as necessary or requested by the COUNTY and/or the SHERIFF to enable its or their performance under this Law Enforcement IGA. The TOWN hereby expressly delegates to the SHERIFF the authority to enforce laws as set forth in Section 1(A) through 1(C) above, within the incorporated limits of the TOWN.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on the date of the last PARTY to sign below and ending on December 31, 2026.

SECTION IV - PAYMENT AND FEE SCHEDULE

The TOWN shall pay the COUNTY a base sum for the services in the amount of $70,000.00 for the term provided in Section III above.

This sum shall be paid by the TOWN to the COUNTY in quarterly installments. Payments of the base sum, plus any additional costs that may be due under the IGA, are to be made in quarterly installments at the end of each three (3) month period. The COUNTY shall provide a statement at the close of each calendar quarter, and the TOWN shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the COUNTY within forty (40) days after the submission of the billing, the COUNTY may satisfy such payment from any funds of the TOWN that are in the hands of the COUNTY without advance notice to the TOWN of the COUNTY's intention to do so, or the COUNTY may proceed in any manner provided by law to collect such indebtedness.

SECTION V - WORKERS COMPENSATION

The COUNTY, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law for all SHERIFF'S Office personnel. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the COUNTY understands that it and its employees and volunteers are not entitled to workers' compensation benefits from the TOWN. The COUNTY further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Law Enforcement I G A.

SECTION VI - NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII - INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Law Enforcement IGA, the Parties agree to maintain insurance for the services hereunder, as follows:

(A) The COUNTY shall provide general liability insurance for the SHERIFF's law enforcement services hereunder that are for enforcement of state laws and for the enforcement of the COUNTY's Fire Ban and Animal Control & Licensing Ordinances, provided the TOWN has elected application of said COUNTY ordinances within the TOWN's incorporated limits pursuant to C.R.S. § 30-15-401(8) and any other applicable law.

(B) The TOWN shall provide general liability insurance for the SHERIFF's enforcement of the TOWN's OHV Ordinance, which insurance shall name the COUNTY and the SHERIFF as additional insureds thereunder, and which shall have liability limits of no less than $1 million per occurrence and $1 million aggregate in a form mutually agreeable to the Parties. The SHERIFF shall not enforce the TOWN's OHV Ordinance, unless and until the TOWN provides the COUNTY with an insurance certificate that is compliant with this paragraph.

Nothing in this Law Enforcement IGA shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended ("CGIA").

SECTION VIII - INDEMNITY

(A) TOWN Indemnity.

1. To the extent authorized by law, and without waiving the provisions of the CGIA, the TOWN shall defend, indemnify and save harmless the COUNTY, the SHERIFF and their collective officers, employees, representatives, and agents from any and all costs, claims, judgments or awards of damages, including reasonable attorneys' fees, alleged to be or resulting from the acts or omissions of the TOWN, its officers, employees, representatives or agents (other than the COUNTY or SHERIFF) associated with this Agreement. Any such claims by third parties based on the acts or omissions of the TOWN, its officers, employees, or agents (other than the COUNTY or SHERIFF) shall be received and acted upon by the TOWN. The COUNTY shall promptly forward all such claims it may receive to the TOWN's Attorney.

2. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the TOWN from any liability or responsibility which arises in whole or in part from the existence or effect of TOWN ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TOWN ordinance, policy, rule or regulation is at issue, the TOWN shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the TOWN, the COUNTY, or both, the TOWN shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

(B) COUNTY Indemnity.

1. To the extent authorized by law and without waiving the provisions of the CGIA, the COUNTY shall defend, indemnify and save harmless the TOWN, its officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or

omissions of the COUNTY, its officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder (to include without limitation claims under the Americans with Disabilities Act), regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising from or in any way related to any incident or matter arising in or on COUNTY jail or detention facility property(ies).

2. Whenever any third party (a) files a written notice of claim against the TOWN or COUNTY (as required under C.R.S. §24-10-109, and as may be amended from time to time) for damages related to the Services provided under this Agreement, (b) serves the TOWN or COUNTY with a summons and complaint related to the Services provided under this Agreement, or (c) otherwise makes any claim for damages against the TOWN or COUNTY related to the Services provided under this Agreement (such claim, notice of claim or service of a complaint shall be referred to jointly in this Section as a "Claim"), such Claim shall be received by and acted upon by the COUNTY's and/or the TOWN's Risk Management and Legal Department, as is applicable. The COUNTY or the TOWN, as is applicable, shall remain responsible for receiving and acting upon such Claims even though it may assert a protection under the CGIA or other law. The TOWN shall promptly forward all such Claims it may receive to the COUNTY Attorney.

3. In the event that the TOWN, its employees, or elected officials are named in any Claim related to the provision of services under this IGA, the COUNTY shall be the responsible party for defense or indemnification under this Agreement, subject to the provisions in Section VII(A) above.

4. For any Major Claim (as determined by the COUNTY and TOWN attorneys) the COUNTY Attorney shall consult with the TOWN Attorney's Office upon receipt of such Major Claim or potential Major Claim and shall report regularly to the TOWN Attorney's Office the status of any investigation or positions taken in regard to same as agreed to by the TOWN Attorney and the COUNTY Attorney. Action upon such Major Claims may include but not be limited to payment in whole or part, but only with the written consent of the TOWN and the COUNTY.

5. In no event will the COUNTY be responsible for a claim against the TOWN which arises from Services not performed by the COUNTY or the SHERIFF, as long as such Services are not the obligation of the COUNTY or the SHERIFF to perform under this Agreement. In addition, nothing in this Agreement is intended to limit the COUNTY'S or the TOWN's immunities or defenses as provided by the CGIA or otherwise.

SECTION IX - TERMINATION

Either party may terminate this Law Enforcement IGA upon written notice to the other party

at least forty-five (45) days prior to the effective date of the termination.

SECTION X – GENERAL PROVISIONS

(a) Jurisdiction and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Law Enforcement IGA. The Parties agree that exclusive jurisdiction and venue for any disputes arising under this Law Enforcement IGA shall be with the Hinsdale County, Colorado State District Court.

(b) Compliance with Laws. During the performance of this Law Enforcement IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Law Enforcement IGA that are considered to be "Protected Health Information."

(c) Record Retention. The Parties shall maintain records and documentation of the services provided under this Law Enforcement IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this Law Enforcement IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or COUNTY personnel.

(d) Assignability. Neither this Law Enforcement IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

(e) Waiver. Waiver of strict performance or the breach of any provision of this Law Enforcement IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

(f) Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, pandemic, riots, fires, floods, earthquakes, or other acts of God.

(g) Notice. Any notices given under this Law Enforcement IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email was received. For the purposes of this Law Enforcement IGA, any and all notices shall be addressed to the contacts listed below, as follows:

For the COUNTY:

Hinsdale County
c/o Sandy Hines, Administrator
P.O. Box 277
Lake City, CO 81235
administrator@hinsdalecountycolorado.us

For the SHERIFF:

The Hinsdale County Sheriff's Office
c/o Denim Starnes, Sheriff
P.O. Box 127
Lake City, CO 81235
D.Starnes@hinsdalecountysheriff.com

For the TOWN:

Town of Lake City
c/o Alexander Mulhall, Manager
PO Box 544
Lake City, CO 81235
townmanager@townoflakecity.co

(h) Integration of Understanding. This Law Enforcement IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(i) Parties Interested Herein. Nothing expressed or implied in this Law Enforcement IGA is intended or shall be construed to confer upon or to give to any person, other than the Parties, any right, remedy, or claim under or by reason of this Law Enforcement IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Law Enforcement IGA by and on behalf of the PARTIES shall be for the sole and exclusive benefit of the PARTIES.

(j) Severability. If any provision of this Law Enforcement IGA is determined to be unenforceable or invalid for any reason, the remainder of this Law Enforcement IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

(k) Authorization. Each party represents and warrants that it has the power and ability to enter into this Law Enforcement IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

(l) Complaints. Any complaints by citizens of the TOWN regarding the SHERIFF shall be in written form, signed by the complainant, and provided to the COUNTY and the SHERIFF by the TOWN. The TOWN may work to resolve the complaints of its citizens with the SHERIFF at the TOWN'S and SHERIFF'S discretion.

(m) Sheriff's Office Personnel. The SHERIFF shall retain authority and responsibility for the hiring, firing and training of personnel in the SHERIFF'S Office as authorized by § 30-10-506, C.R.S.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto as provided below. This IGA shall be effective as of the date of the last Party to sign below.

HINSDALE COUNTY:

By: BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY, COLORADO

By: _____
Greg Levine, Chair

Date 7-3, 2026

ATTEST:

_____
Joan Roberts, County Clerk

HINSDALE COUNTY SHERIFF'S OFFICE

By: _____
Denim Starnes, Sheriff

Date 7-3, 2026

THE TOWN OF LAKE CITY

By: _____
Dave Roberts, Mayor

Date 7-2-26, 2026

ATTEST:

_____
Christina Bowman, Town Clerk