

**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. 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, Part 3 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, pursuant to § 30-10-516, C.R.S., it is the duty of the SHERIFF to "keep and preserve the peace in their respective counties, and to quiet and suppress all affrays, riots, and unlawful assemblies and insurrections" for the benefit of all residents of the County; and

WHEREAS, the TOWN and the COUNTY, through the SHERIFF desire to enter into this IGA for law enforcement services for the health, safety and welfare of the Town and the County along with their associated constituents and visitors as provided herein.

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

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

The SHERIFF will provide the law enforcement services to the Town as recited in "Attachment A," appended to this Agreement and incorporated herein by this reference. In addition, the SHERIFF shall provide law enforcement services to and for the benefit of the TOWN, as set forth in subsections (a)-(i) below.

- (a) Such routine patrols for traffic and other matters as the SHERIFF (or his designee), in his sole discretion shall determine;
- (b) Investigation and, if proper in the SHERIFF'S (or his designee's) discretion, prosecution of complaints of violations of TOWN ordinances and state statutes as are reported to him and are within the TOWN limits;
- (c) Investigation and appropriate action upon any and all traffic accidents within the TOWN which reasonably require investigation in the discretion of the SHERIFF (or his designee);
- (d) Assistance in all law enforcement emergencies arising within the limits of the TOWN;
- (e) Transportation and housing of any prisoners when reasonably required due to circumstances relating to illegal acts within the limits of the TOWN, as determined in the discretion of the SHERIFF (or his designee);
- (f) Submission of written monthly reports to the TOWN ~~regarding law enforcement activity affecting the TOWN.~~ detailing all activities including action taken within the Town limits for the previous month.
- (g) At the SHERIFF's discretion, enforcement of State statutes, laws and TOWN ordinances, and TOWN code including, but not limited to the Off-Highway Vehicle ("OHV") rules and regulations; and
- (h) To the fullest extent possible, and subject to the sole discretion of the SHERIFF, the Parties intend to provide law enforcement services to the TOWN on a full-time basis, subject to the paragraph immediately below. All employees staffing the service unit shall be employees of the COUNTY and not of the TOWN, and all equipment and supplies provided incidental thereto shall be and remain the property of the COUNTY.

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 he knows at the time the decision is made.

In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Law Enforcement IGA and those contained in Attachment A, the terms and conditions contained in the body of this Law Enforcement IGA shall prevail and control.

SECTION II - RESPONSIBILITIES OF THE TOWN

The TOWN shall 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 any and all laws applicable to and within the territory of the TOWN. The PARTIES further agree that such services will include the enforcement of state statutes and municipal ordinances of the TOWN.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on January 1, 2026 and shall terminate at 12:00 midnight 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 \$100,548.60 for 2026. This sum shall be paid by the TOWN to the COUNTY in quarterly installments as specified in Attachment

A. The TOWN shall also make quarterly payments to the COUNTY for additional charges, if any, as invoiced pursuant to this Section IV and/or Attachment A

The SHERIFF and/or the COUNTY shall be responsible for payment of all wages to personnel used by the SHERIFF in implementing this IGA, including payroll taxes, insurance, and worker's compensation. The TOWN is required to make the quarterly and cost payments contemplated by this Section IV and Attachment A.

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 IGA .

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 in all forms and types as required by law through either commercial policies or self-insurance. 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.

The TOWN agrees to insure against, hold harmless and indemnify the COUNTY, the SHERIFF and their collective officers, representatives, and employees as additional insureds on the Town's general liability insurance policy for coverage with respect to claims against the COUNTY, the SHERIFF and their collective officers, representatives, and employees that arise out of performance of the law enforcement duties within the TOWN limits pursuant to this IGA as it pertains to the enforcement of TOWN ordinances, codes, laws, etc. The TOWN shall include the COUNTY, the SHERIFF, and its collective officers, representatives, and employees as additional insureds under said Town insurance. Said TOWN insurance shall also contain a waiver of subrogation for any similar insurance carried by the COUNTY and/or the SHERIFF.

The COUNTY agrees to insure against, hold harmless and indemnify the Town and its employees, officers, and representatives for any cause of action, lawsuit or claim arising out the Sheriff's and the Sheriff's employees performance of the law enforcement duties provided by this IGA, except those resulting from the gross negligence or intentional misconduct of the Town, including its employees, officers and representatives. The County shall include the TOWN and its officers and employees as additional insureds on the COUNTY'S general liability insurance policy with respect to claims against the TOWN or its officers and employees based upon the activities performed hereunder by the Sheriff and his deputies and other employees except that coverage shall not be extended to the Town for any claims arising from the

enforcement any Town Ordinance, code, or law, as provided by the paragraph immediately above. Each Party shall cause to be provided to the other Party one or more certificates of insurance evidencing such coverage and such additional insured status. In the event the COUNTY is responsible for paying a deductible under the insurance coverage referenced herein, the TOWN shall pay the County one-half (1/2) the cost of any such deductible.

SECTION VIII - TERMINATION

Either party may terminate this Law Enforcement IGA upon written notice to the other party at least ninety (90) days prior to the effective date of the termination.

SECTION IX – 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, 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 a facsimile or 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 Commissioners
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 of Lake City 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.

HINSDALE COUNTY:

By: BOARD OF COUNTY COMMISSIONERS OF HINSDALE COUNTY, COLORADO

By: _____
Greg Levine, Chair

_____, 2026
Date

ATTEST:

Joan Roberts, County Clerk

HINSDALE COUNTY SHERIFF'S OFFICE

By: _____
Denim Starnes, Sheriff

_____, 2026
Date

THE TOWN OF LAKE CITY

By: _____
Dave Roberts, Mayor

_____, 2026
Date

ATTEST:

Christina Bowman, Town Clerk

ATTACHMENT A
TO LAW ENFORCEMENT IGA

1. **Agreement to Supply Police Services.** The COUNTY agrees to furnish to the TOWN reasonable law enforcement services as deemed necessary by the SHERIFF during the life of this Law Enforcement IGA. Except as otherwise provided, the SHERIFF reserves the right to determine all law enforcement functions required under the IGA, including those deemed extraordinary.
2. **Place and Nature of Services.** The SHERIFF shall make all determinations in scheduling and designating the patrol area of the law enforcement services supplied 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.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the SHERIFF that requires service in 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.

The SHERIFF, or his designee, will meet with the TOWN Trustees on an as-needed basis as determined by the Board of Trustees and mutually agreeable by the SHERIFF. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships but shall not be required any more often than quarterly.

The Sheriff will meet with the Municipal Judge, the Municipal Court Clerk, the Town Attorney and/or the Town Manager on an as-needed basis. The meetings may occur in an effort to address any issues and concerns with how citations are being written into Municipal Court by the Sheriff or Sheriff Deputies, but shall not be required any more often than quarterly.

3. **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 is to be supplied by the TOWN at its own expense.

4. **Payment.** Payments of the base sum, plus any additional agreed upon costs that may be due under the IGA, including but not limited to, this Attachment A 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.

5. **Equipment.** 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.