

**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 SHERIFFS 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.; 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 herein set forth, the PARTIES agree as set forth below.

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

Subject to the details recited in "Attachment A," appended to this Agreement and incorporated herein by this reference, the SHERIFF shall provide law enforcement services to and for the benefit of the TOWN, as follows:

- (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 all complaints of violations of municipal 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) Issuance of dog licenses and maintenance of related records; and
 - (g) Submission of written monthly reports to the TOWN and the COUNTY regarding law enforcement activity affecting the TOWN.

Basic services to be provided to the TOWN include one law enforcement service unit, which is defined to mean one patrol deputy, including the equipment, supplies and vehicle incidental to providing the service unit. 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 ending on December 31, 2026. This Law Enforcement IGA may be renewed for additional terms, upon written notice from the TOWN that it wishes to renew the Agreement for an additional year by and through an amendment to this IGA. For fiscal planning purposes, such notice must be received by the COUNTY on or before August 31st of each year. Notwithstanding the foregoing, if the TOWN does not notify the COUNTY of its desire to renew this Agreement by August 31st of any year, and the COUNTY continues to provide SHERIFF services to the TOWN for the following year, then the TOWN shall pay the COUNTY for such services the service fee for the current year (see Section IV below) plus 3% for each additional year. So, for example, if the PARTIES do not amend this Agreement for 2027, and the SHERIFF'S services to the TOWN continue, then the fee paid to the COUNTY by the TOWN for 2027 shall be the 2026 fee (\$100,548.60) plus 3% (\$3,016.46), for a total of \$103,565.05.

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.

In addition to the quarterly payments and the payment for any costs incurred hereunder as referenced above, the TOWN shall be responsible for any costs incurred for any arrest made under the TOWN ordinances or under any state statute if such arrest occurs in the TOWN. The SHERIFF shall report each month of any costs incurred by the TOWN to the TOWN and the COUNTY for such arrests or otherwise.

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 employees, officers, representatives, and attorney for any cause of action, lawsuit or claim arising out of the COUNTY'S and/or the SHERIFF'S and their collective employees, officers, representatives, and attorney performance of the law enforcement duties within TOWN limits pursuant to this IGA, except those resulting from gross negligence or intentional misconduct by the SHERIFF or his or her deputies. Proof of insurance shall be provided by the TOWN to the COUNTY annually, on or before February 1st of each year, providing the insurance required above, including naming Hinsdale County and the Hinsdale County Sheriff, including all Sheriff's Office personnel, as additional insureds under said policy.

SECTION IX - 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 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, 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

- (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: _____, 2025
Kristie Borchers, Chair Date

ATTEST:

Joan Roberts, County Clerk

HINSDALE COUNTY SHERIFF'S OFFICE

By: _____, 2025
Denim Starnes, Sheriff Date

THE TOWN OF LAKE CITY

By: _____, 2025
Dave Roberts, Mayor Date

ATTEST:

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. Law enforcement services will be provided in the equivalent of service units. The SHERIFF'S services hereunder shall not adversely affect law enforcement services provided to unincorporated portions of the COUNTY. 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.** 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 of the deputy 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 feeschedule, based upon the Colorado Revised Statutes.

The Sheriff, or his designee, will meet with the TOWN Trustees on as as-needed basis. 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.

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 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.
6. **Reports.** Incidental to and in addition to the services performed hereunder, the COUNTY shall furnish monthly sheriff s reports of the activities of the deputy assigned to perform the services of this Law Enforcement IGA. Such reports are to be delivered within a reasonable time to the office of the town clerk.
7. **Definition of Service Unit.** Law enforcement services provided to the TOWN under this Law Enforcement IGA will be provided in the equivalent of service units. A service unit is one (1) patrol deputy. That service unit includes the vehicle and supplies/items needed to allow the deputy to function at their assigned tasks. The cost of a service unit is the equivalent of all costs incurred in the staffing and functioning of such employee.