

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



Board of County Commissioners

Negotiating Team
City of Walsenburg
525 South Albert Ave
Walsenburg, CO 81089

January 17, 2023

RE: Response to Letter of December 5, 2022 and January 17, 2023

To the City of Walsenburg Negotiating Team:

We received a letter today from you regarding continued law enforcement services. We realize that the City is not yet in a place to assume law enforcement services, and we have continued to provide such services within City Limits during this lapsed period. The safety of our residents is paramount.

The Commissioners and Sheriff believe that we are close to an agreement and therefore propose to continue our previous contract on a month-to-month basis until such time as we can reach a long-term agreement or the City can result provide this service. To incentivize a rapid conclusion to our negotiations we propose that the current monthly rate of \$59,488 continue in January 2023 and February 2023. In each month thereafter the monthly fee will increase by 5% to a maximum of \$75,000. We have included the table below to ensure that we are on the same page regarding these amounts:

January	\$59,488	April	\$65,586	July	\$75,000	October	\$75,000
February	\$59,488	May	\$68,865	August	\$75,000	November	\$75,000
March	\$62,462	June	\$72,308	September	\$75,000	December	\$75,000

Our preference would be to conclude these negotiations before these increases begin. However, considering the interaction we had with Council Member Lara this morning, particularly the characterization that the County has not been proceeding in good faith, the Commissioners are not willing to accept continuing at the current rates for longer than a couple months.

The Commissioners are very much open to a short term deal until the City can stand up its own law enforcement operations.

Sincerely,

DocuSigned by:

0180F140A78A49F...
Carl Young
Huerfano County Administrator

DocuSigned by:

A6CA25E6B992119C
Lisa Powell-DeJong
Huerfano County Attorney

401 Main Street, Suite #201 Walsenburg, CO 81089
Office: 719-738-3000 Ext. 200 Fax: 719-738-3996

Attached:

Letter from the City recieved January 17, 2023

Letter to the City from the County of December 23, 2022

Letter from the City of December 5, 2022

Letter to the City from the County of November 4, 2022

Letter from the City of October 24, 2022

Letter to the City from the County of June 30, 2022

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

January 16, 2023

To: Huerfano County Board of County Commissioners
From: Gaye Davis, City Administrator, City of Walsenburg
Re: Law Enforcement Services

City Council has asked that I clarify their position in regards to the contract for law Enforcement services between the City and the County. Council Members feel strongly that it is the responsibility of the City to ensure that there are services available to protect person and property. An inability to come to terms with the County, on how best to achieve that objective for the Walsenburg community, has led the City Council to move to explore the option of establishing a City Police Department.

The exploration of establishing the department is not a process that will be accomplished overnight but, will require time and effort to gather the data and information necessary for council to make an informed decision. The time frame necessary to complete a feasibility study is expected to take six to eight months. Availability of information in late summer will, coincide with preliminary budget processes and, afford both entities the opportunity to determine whether negotiations proceed for a law enforcement contract or for determining the process for a law enforcement transition. The 2017 agreement identified that, in the event law enforcement services were not contracted from the County, then, equipment that was transferred from the city or acquired with city funds would be returned to the City.

Council acknowledges that the negotiations of the law enforcement contract failed to establish a level of service or financial obligation that could be jointly agreed upon. However, for the ensuing year of 2023, Council has committed to the extension of the original 2017 agreement and the annual payment, to the County, of seven hundred thirteen thousand eight hundred and fifty-seven dollars \$ 713,857.00 payable in monthly payments of \$59,488.00. The first payment for January was processed and mailed the week of the 10th.

Feel free to reach out should you have any questions or require additional information.

Respectfully,

A handwritten signature in blue ink, appearing to read "C. Gaye Davis".

C. Gaye Davis
City Administrator

Gerald Cisneros, Chairman
John Galusha, Commissioner
Arica Andreatta, Commissioner



Board of County Commissioners

Negotiating Team
City of Walsenburg
525 South Albert Ave
Walsenburg, CO 81089

December 23, 2022

RE: Response to Letter of December 5, 2022

To the City of Walsenburg Negotiating Team:

On behalf of the Board of County Commissioners and the Sheriff, we thank you for your letter of December 5th.

The County is generally agreeable to the modifications you have made in your December 5th letter in Sections 1, 3, and 7.

For Section 11, part b. Your response included two different timelines 180 days at the top of the 3rd page and 365 days at the top of the 4th page. The County would prefer a requirement of 365 days' notice as this would give the County time for an orderly wind-down of law enforcement services within City Limits and the City adequate time to stand up a new police department. The job market for law enforcement officers is highly competitive and we believe that this approach is better for both parties and our residents.

For Section 8, part a. The County proposes the following:

a) 2023 Fee. In consideration of the law enforcement services provided to Walsenburg by County, Walsenburg shall pay County **eight-hundred-seventy-thousand dollars (\$870,000)** for the twelve-month period commencing January 1, 2023 and concluding December 31, 2023 in twelve (12) equal monthly payments of **\$72,500.00** due on or before the 20th calendar day of each month and considered late at the end of the 25th calendar day of each month. Failure to pay will be considered a material breach by Walsenburg at the option of the County.

For Section 8, part b. The County will not agree to an automatic decrease. However, we do recognize that levels of staffing do fluctuate from time to time. We would be willing to consider a system where a credit is given to the City if the actual costs of providing services are less than the fee for that year. Barring some significant change, we would expect that under this proposal a 2023 credit would be issued in 2024. We also recognize the need to be more clear on how actual costs are determined. Therefore, we propose the following:

(i) Automatic Increase. The fee shall increase automatically from year to year as noticed by the County to the City no later than September 15th of each year. Failure by the County to provide notice shall constitute a waiver of this modification.

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Office: 719-738-3000 Ext. 200 Fax: 719-738-3996

(ii) Credit for Savings. Should the actual costs of providing services to Walsenburg be less than agreed upon fee for a given year County shall give a credit to Walsenburg for the ensuing year. Such credit shall be equal to the difference between the fee and the actual costs. The County shall provide notice of such a credit to Walsenburg no later than January 31st and the credit shall be applied beginning in February.

(iii) Basis. The basis for any modification to the fee shall be the actual cost of services provided by County to Walsenburg. The County shall compute the actual cost of services by providing that the personnel costs be allocated as follows: (1) the Sheriff's personnel costs be allocated 75% to the County and 25% to the City; (2) that personnel costs for Patrol Deputies be allocated per person 50% to the County and 50% to the City; (3) the personnel costs for Support Staff be allocated per person 50% to the County and 50% to the City; (4) that operational costs be shared 50% to the County and 50% to the City; and (5) that indirect costs may account for no more than 20% of the direct costs attributable to the City. Any modification shall be substantiated by financial reports provided to Walsenburg in either the notice of credit for savings or in the notice of automatic increase and provided quarterly by the County to the City.

(iv) Objection. [Renumbered with the text from the City's December 5th Letter]

(v) Maximum Increase. [Renumbered with the text from the City's December 5th Letter]

(iv) Request for additional services. [Renumbered with the text from the City's December 5th Letter]

Thank you for your consideration. The Board and Sheriff look forward to your response.

Sincerely,

Carl Young
Huerfano County Administrator

Lisa Powell-DeJong
Huerfano County Attorney

Attached:

Letter from the City of December 5, 2022

Letter to the City from the County of November 4, 2022

Letter from the City of October 24, 2022

Letter to the City from the County of June 30, 2022

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

December 5, 2022

To: Huerfano County Board of County Commissioners.
From: City of Walsenburg Negotiating Team (Council members, Veronica Maes, Greg Daniels and City Administrator Gaye Davis)
Re: Renewal of IGA for Law Enforcement Services.

The City of Walsenburg has reviewed the modifications presented by County in the letter dated November 7th, 2022. What is represented is the original request by the City, County modifications and now the second iteration by the City.

1) General Purpose.

Section 1. General Purpose. We understand what you have listed as item a to be a notation and have taken that no changes will be made to this section.

Section 3. Duties and Levels of Service

Part a.

The Sheriff will have at least one on-duty deputy *responding to calls patrolling* within the municipal limits of Walsenburg at all times. ~~The assigned officer will be noted on a duty roster and noted for and in dispatch information.~~

Part b.

Deputies. ~~Additional deputies will be on duty at all~~ The number of on-duty deputies *available to respond to calls* will be adjusted accordingly during peak times except in extraordinary circumstances. For the purposes of this paragraph, “peak times” and “extraordinary circumstances” shall be determined in the sole discretion of the Sheriff or his designee. ~~“Peak times” will be determined based upon call and response data generated by the Sheriff’s office and~~ *defined in monthly written reports presented to City Council on a minimum of an annual basis, unless modified at which point it will be included in the monthly report* any changes to these definitions shall be noted in the written reports to Council as they occur.

Section 7. Reporting

- a) The Sheriff or designee shall attend *regularly scheduled city council meetings* ~~a minimum of six times per year. Determining the meetings to attend is the discretion of the Sheriff.~~ ~~e-month every other month at a minimum~~ City Council will be provided with an oral ~~and a written report of law enforcement activities within Walsenburg on a monthly basis. The written report will include but not be limited to:~~

~~(i) a monthly dispatch call report with Officer response;~~

~~(ii) duty roster with designation of City assigned officers;~~

~~(iii)(i) definition of "peak times";~~

~~(ii) a current list of staff with ranks and work assignments (iv) a report on law enforcement cases in Walsenburg dismissed or not prosecuted by the District Attorney;~~

~~(iii) a report on the type and quantity of calls responded to for the previous month.~~

~~(iv) annually the Sheriff will provide an inventory and accounting of equipment that was both acquired upon the dissolution of the City Police Department and acquired during the period governed by previous, current and hereinafter adopted law enforcement agreements.~~

~~(v) a report on the status of cases arising out of Walsenburg being prosecuted with the District Attorney or filed with the Walsenburg municipal court;~~

~~(vi) a report on any cases arising out of Walsenburg and the actions of Huerfano County Sheriff's personnel in part or in whole being prosecuted in any federal court;~~

~~(v) (v.) Any additional reports information the Sheriff deems relevant, appropriate, ~~or~~ and necessary to fully illustrate monthly regular and ongoing law enforcement activities and including information the Sheriff deems relevant to the success of the Department and other law enforcement issues; and~~

~~(vi) addressing any questions presented in writing by the City Administrator on behalf of the Mayor or the City Council Administrator.~~

~~b) The sheriff will submit the written reports by noon on the Friday prior to the Tuesday regularly scheduled meeting. The Sheriff or designee must be prepared to answer questions by the City Council regarding community policing and partnerships.~~

~~c) In addition to the monthly reports, the Sheriff or designee may meet with the Mayor or the City Council ~~or administrator~~ from time to time to foster communication and enhance community policing and partnerships.~~

Section 8. Fee for Services.

- a) 2023 Fee. In consideration of the law enforcement services provided to Walsenburg by County, Walsenburg shall pay County **seven Hundred and Eighty thousand dollars (\$780,000)** ~~seven hundred fifty thousand dollars (\$750,000.00)~~ for the twelve-month period commencing January 1, 2023 and concluding December 31, 2023 in twelve (12) equal monthly payments of ~~\$65,000.00~~ **\$62,500.00** due on or before the 20th calendar day of each month and considered late at the end of the 25th calendar day of each month. Failure to pay will be considered a material breach by Walsenburg at the option of the County.

Section 11. Duration

a) This agreement shall be in effect for ~~four (4) years~~ ~~one (1) year~~ commencing on January 1, 2023 and concluding at midnight ~~December 31, 2023~~ on January 1, 2027 unless terminated as provided below.

b) Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 180 days prior to the requested termination date, unless both parties waive this notice provision, in which case the County will return to the City all equipment.

c) Renewal and Modification. This agreement may be *renewed for periods of four (4) years* ~~a period of one (1) year~~ with affirmative action by both Parti unless termination notice is given as set forth in paragraph 11(b) above.

The edits and notes above constitute the County's response to your letter of October 24th.
The County seeks the following revisions to the IGA as it currently exists:

Section 8. Fee for Services.

Part B. Successive Years of Agreement [remove sections I to iv and replace with the below] (i) Modification of Fee. The fee may increase or decrease automatically from year to year as noticed by the County to the City no later than September 15th of each year. Failure by the County to provide notice shall constitute a waiver of this modification.

(ii) Basis. The basis for any modification to the fee shall be the actual cost of services provided by County to Walsenburg. *That modification will be substantiated by reports and documents presented by the Sheriff or the designee during the calendar year*

(iii) Objection. The City may object to the modification prior to October 15th at which point the parties will commence negotiations. If the parties fail to agree by November 15th they shall enter mediation as provided in this Agreement. Any negotiated modification shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

(iv) Maximum Increase. The annual fee amount shall not increase by more than the rate of "Inflation" as defined in Colo. Const. art. X § XX(2)(f). Nothing in this agreement prevents the County from requesting an increase greater than the automatic amount, but any such increase will be subject to negotiations, which may commence at any time prior to September 30th. If the parties fail to agree by October 20th they shall enter mediation as provided in this Agreement. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

(v) Request for additional services. The City may request additional services at any time and the parties may commence negotiations on those separate and apart from any regular fee increase. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement. Fees for additional services will be subject to the automatic increase one year after the amendment is executed.

Section 11. Duration.

b) Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 365 days prior to the requested termination date unless both parties waive this notice provision in which case the County will return to the City all equipment.

Thank you for your consideration.

Respectfully,

/s/ Greg Daniels, Councilman Ward 1
/s/ Veronica Maes, Councilman Ward 1
/s/ Gaye Davis, City Administrator

Gerald Cisneros, Chairman
John Galusha, Commissioner
Arica Andreatta, Commissioner



Board of County Commissioners

Negotiating Team
City of Walsenburg
525 South Albert Ave
Walsenburg, Colorado 81089

November 7, 2022

RE: Response to Letter of October 24, 2022

To the City of Walsenburg Negotiating Team:

On behalf of the Board of County Commissioners and the Sheriff, we thank you for your letter of October 24th. We do wish to be clear that as the City Council failed to respond in a timely fashion to our letter of June 30, 2022 and in doing so disregarded Section 7(d) of the IGA for Law Enforcement Services, that Letter of June 30th did serve as the County's notice of its intent to terminate said IGA at midnight on January 1, 2023. We consider this a renegotiation of the entire IGA rather than a modification under section 11(b). However, we are agreeable to using the current IGA as a template.

Our requested modifications are below and we have provided notation of our reasoning after said changes.

Section 1. General Purpose. We understand what you have listed as item a to be a notation and have taken that no changes will be made to this section.

Section 3. Duties and Levels of Service

Part a.

The Sheriff will have at least one on-duty deputy patrolling within the municipal limits of Walsenburg at all times. ~~The assigned officer will be noted on a duty roster and noted for and in dispatch information.~~

Part b.

Deputies. ~~Additional deputies will be on-duty at all~~ The number of on-duty deputies will be adjusted accordingly during peak times except in extraordinary circumstances. For the purposes of this paragraph, "peak times" and "extraordinary circumstances" shall be determined in the sole discretion of the Sheriff or his designee. ~~"Peak times" will be determined based upon call and response data generated by the Sheriff's office and defined in reports presented to City Council on a minimum of an annual basis, unless modified at which point it will be included in the monthly report~~ any changes to these definitions shall be noted in reports to Council as they occur.

Section 7. Reporting

a) The Sheriff or designee shall attend ~~the first regularly scheduled city council meeting of the quarter~~ the month every other month at a minimum and provide the city council with an oral

401 Main Street, Suite #201 Walsenburg, CO 81089
Office: 719-738-3000 Ext. 200 Fax: 719-738-3996

and a written report of law enforcement activities within Walsenburg. The written report will include but not be limited to:

- ~~(i) a monthly dispatch call report with Officer response;~~
 - ~~(ii) duty roster with designation of City assigned officers;~~
 - ~~(iii)(i) definition of "peak times";~~
 - ~~(iv) a report on law enforcement cases in Walsenburg dismissed or not prosecuted by the District Attorney;~~
 - ~~(v) a report on the status of cases arising out of Walsenburg being prosecuted with the District Attorney or filed with the Walsenburg municipal court;~~
 - ~~(vi) a report on any cases arising out of Walsenburg and the actions of Huerfano County Sheriff's personnel in part or in whole being prosecuted in any federal court;~~
 - ~~(vi) (ii) Any additional reports information the Sheriff deems relevant, appropriate, or and necessary to fully illustrate monthly regular and ongoing law enforcement activities and including information the Sheriff deems relevant to the success of the Department and other law enforcement issues;-and~~
 - ~~(iii) addressing any questions presented in writing by the Mayor or the City Council Administrator.~~
- b) The sheriff will submit the written reports by noon on the Friday prior to the Tuesday regularly scheduled meeting. The Sheriff or designee must be prepared to answer questions by the City Council regarding community policing and partnerships.
- c) ~~In addition to the monthly reports,~~ the Sheriff or designee may meet with the Mayor or the City Council ~~or administrator~~ from time to time to foster communication and enhance community policing and partnerships.

Section 8. Fee for Services.

a) 2023 Fee. In consideration of the law enforcement services provided to Walsenburg by County, Walsenburg shall pay County ~~eight-hundred-seventy-thousand dollars (\$870,000) seven-hundred-fifty-thousand dollars (\$750,000.00)~~ for the twelve-month period commencing January 1, 2023 and concluding December 31, 2023 in twelve (12) equal monthly payments of ~~\$72,500 \$62,500.00~~ due on or before the 20th calendar day of each month and considered late at the end of the 25th calendar day of each month. Failure to pay will be considered a material breach by Walsenburg at the option of the County.

Section 11. Duration

a) This agreement shall be in effect for ~~four (4) years one (1) year~~ commencing on January 1, 2023 and concluding at midnight ~~December 31, 2023~~ on January 1, 2027 unless terminated as provided below.

c) Renewal and Modification. This agreement shall renew for ~~periods of four (4) years a period of one (1) year~~ automatically and without affirmative action of either Party unless termination notice is given as set forth in paragraph 11(b) above.

Notations on the above changes.

1. Dispatch Calls are recorded and tracked by the County's Emergency Dispatch Office. This information can be provided to City Council and it is provided to the E-911 Board, of which the City is a member, on a regular basis. As Section 7, Part A, regards reports from the Sheriff, this request is not appropriate to be included here as Dispatch does not report to the Sheriff. Further, Dispatch services are governed under a separate IGA.
2. The Sheriff does not designate any one officer on the duty roster to be in the City of Walsenburg, he makes sure to have adequate coverage for the shift, there is at least one

officer in the City at all times, it also helps to let deputies rotate between the City and the County to break up the shift.

3. The Sheriff notes that peak times are usually between 8AM and 1AM, it no longer matters the day
4. We do not have information on cases from the DA's office. They do not provide the Sheriff with this information and at this time we doubt they would.
5. We have very few cases that go to federal court, they usually are tied to other cases and we do not always get those results either. The sheriff would be happy to report on what we do hear about.
6. The Sheriff would submit reports that include the amount of calls for service per month, also the national incident reporting system figures. This is the mandatory reporting system all law-enforcement has to do. It includes what type of crimes we respond to. As far as details involving a certain case those usually cannot be discussed until the case is settled.
7. The Sheriff would like scheduled meetings with the City Council to be Quarterly. The City is of course welcome to ask questions and request to meet with the Sheriff or designee as issues arise.
8. A one-year agreement would put serious strain on Deputies and their families and would make it difficult to retain and attract Deputies. If the City wishes to take this matter back to the voters immediately, and the voters elect to restore a City Police Department, the City should provide adequate notice of termination to allow an organized wind-down of the Sheriff Office's City Operations and set up of a City Police Department. If the City intends to take this to the voters immediately they should inform us of that during this process as we would not want to sign a multi-year or automatically renewing agreement. It would be a one-year agreement and there would likely be a premium on that agreement.

The edits and notes above constitute the County's response to your letter of October 24th. The County seeks the following revisions to the IGA as it currently exists:

Section 8. Fee for Services.

Part B. Successive Years of Agreement [remove sections I to iv and replace with the below]

(i) Automatic Increase. The fee shall increase automatically from year to year as noticed by the County to the City no later than September 15th of each year. Failure by the County to provide notice shall constitute a waiver of this increase.

(ii) Basis. The basis for any modification to the fee shall be the actual cost of services provided by County to Walsenburg.

(iii) Objection. The City may object to the increase prior to September 30th at which point the parties will commence negotiations. If the parties fail to agree by October 20th they shall enter mediation as provided in this Agreement. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

(iv) Maximum Increase. The annual fee amount shall not automatically increase by more than the rate of "Inflation" as defined in Colo. Const. art. X § XX(2)(f). Nothing in this agreement prevents the County from requesting an increase greater than the automatic amount, but any such increase will be subject to negotiations, which may commence at any time prior to September 30th. If the parties fail to agree by October 20th they shall enter mediation as provided in this Agreement. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement.

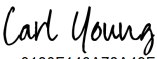
(v) Request for additional services. The City may request additional services at any time and they parties may commence negotiations on those separate and apart from any regular fee increase. Any negotiated increase shall be in writing executed by the parties as provided by law and shall constitute an amendment to this Agreement. Fees for additional services will be subject to the automatic increase one year after the amendment is executed.

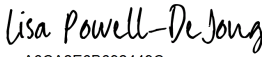
Section 11. Duration.

b) Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 365 days prior to the requested termination date unless both parties waive this notice provision in which case the County will return to the City all equipment.

Thank you for your consideration. The Board and Sheriff look forward to your response.

Sincerely,

DocuSigned by:

0180F140A78A49F...
Carl Young
Huerfano County Administrator

DocuSigned by:

A6CA2E6B692449C
Lisa Powell-DeJong
Huerfano County Attorney

Attached:

Letter from the City of October 24, 2022

Letter to the City from the County of June 30, 2022

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

October 24, 2022

To: Huerfano County Board of County Commissioners.
From: City of Walsenburg Negotiating Team (Council members, Veronica Maes, Greg Daniels and City Administrator Gaye Davis)
Re: Renewal of IGA for Law Enforcement Services.

The City of Walsenburg has reviewed the Intergovernmental Agreement between the City Council of the City of Walsenburg and the Board of Huerfano County Commissioners for law enforcement Services and, as allowable under 11c Renewal and Modification, propose some modifications to address concerns of the Council and the constituents represented. If a section is not specifically identified in the notes below then changes or modifications are not requested.

1) General Purpose.

- a) No changes are proposed for this section however the City will propose substantial changes under, 7. Reporting that requires substantial measures to demonstrate the services under this section are being met.

3) Duties and Levels of Service.

- a) The Sheriff will have at least one on-duty deputy patrolling within the municipal limits of Walsenburg at all times. *The assigned officer will be noted on a duty roster and noted for and in dispatch information.*
- b) Deputies. Additional deputies will be on-duty at all peak times except in extraordinary circumstances. For the purposes of this paragraph, “peak times” and “extraordinary circumstances” shall be determined in the sole discretion of the Sheriff or his designee. *“Peak times” will be determined based upon call and response data generated by the Sheriff’s office and defined in reports presented to City Council on a minimum of an annual basis unless modified at which point it will be included in the monthly report.*

7) Reporting.

- a) The Sheriff or designee shall attend *the first regularly scheduled city council meeting of the month every other month at a minimum and provide the city council with an oral and a written report of law enforcement activities within Walsenburg. The written report will include but not be limited to:*
- (i) *a monthly dispatch call report with Officer response;*
 - (ii) *duty roster with designation of City assigned officers;*
 - (iii) *definition of “peak times”;*
 - (iv) *a report on law enforcement cases in Walsenburg dismissed or not prosecuted by the District Attorney;*
 - (v) *a report on the status of cases arising out of Walsenburg being prosecuted with the District Attorney or filed with the Walsenburg municipal court;*
 - (vi) *a report on any cases arising out of Walsenburg and the actions of Huerfano County Sheriff’s personnel in part or in whole being prosecuted in any federal court;*
 - (vi) *Any additional reports the sheriff deems appropriate or necessary to fully illustrate monthly activities including information the Sheriff deems relevant to the success of the Department and*

other law enforcement issues and addressing any questions presented by the Mayor *or the Administrator*.

b) The sheriff will submit the written reports by noon on the Friday prior to the Tuesday regularly scheduled meeting. The Sheriff or designee must be prepared to answer questions by the City Council regarding community policing and partnerships.

c) In addition to the monthly reports, the Sheriff or designee may meet with the city council or administrator from time to time to foster communication and enhance community policing and partnerships.

8) Fee for Services

a) 2023 Fee. In consideration of the law enforcement services provided to Walsenburg by County, Walsenburg shall pay County *seven-hundred-fifty-thousand dollars (\$750,000.00) for the twelve-month period commencing January 1, 2023 and concluding December 31, 2023 in twelve (12) equal monthly payments of \$62,500.00 due on or before the 20th calendar day of each month and considered late at the end of the 25th calendar day of each month*. Failure to pay will be considered a material breach by Walsenburg at the option of the County.

11). Duration

a) This agreement shall be in effect for one (1) year commencing on January 1, 2023 and concluding at midnight December 31, 2023 unless terminated as provided below.

c) Renewal and Modification. This agreement *shall renew for a period of one (1) year automatically and without affirmative action of either Party* unless termination notice is given as set forth in paragraph 11(b) above.

This represents the extent of modifications the City proposes with respect to the Intergovernmental Agreement between the City Council of the City of Walsenburg and the Board of Huerfano County Commissioners for law enforcement services.

Further conversations regarding the proposed changes can occur in negotiations meetings between the County and Walsenburg or, if the proposed changes are acceptable, the City Council can authorize the City Attorney to begin drafting the Agreement modifications at its next regularly scheduled meeting November 1, 2022.

Respectfully,

/s/ Greg Daniels, Councilman Ward 1

/s/ Veronica Maes, Councilman Ward 1

/s/ Gaye Davis, City Administrator

Gerald Cisneros, Chairman
John Galusha, Commissioner
Arica Andreatta, Commissioner



Board of County Commissioners

June 30, 2022

Mayor and City Council
City of Walsenburg
525 Albert Street
Walsenburg, CO 81089

RE: Law Enforcement Services IGA

To the Honorable Mayor and City Council,

In December 2016, the City of Walsenburg and Huerfano County entered into a contract for law enforcement services. Pursuant to section 7(d) of that Contract we request a joint public meeting to discuss the progress of this agreement, specifically that the fee charged to the City are significantly less than the costs for Huerfano County to provide these services.

In 2021, the City paid the County \$713,856 for Law Enforcement Services, our actual expenses to provide those services were \$865,477.28. As of the end of May 2022, the City has paid \$237,952 and the actual expenses incurred have been \$327,933.46. It is our position that the process provided for in section 8(b) is insufficient and that this contract should be renegotiated.

We formally request a meeting in the evening of either Monday July 18th, Wednesday July 20th, Monday July 25th, or July 27th. If a meeting is not held, or alternative date and time is not proposed, then this letter will serve as our notice of termination pursuant to section 11(b) of the agreement effective at midnight on January 1, 2023.

We request your response, either picking a time on one of our proposed dates or suggesting an alternative, in writing via email to commissioners@huerfano.us.

Best Regards,

DocuSigned by:

Gerald Cisneros

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Gerald Cisneros, Chairman

DocuSigned by:

John Galusha

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John Galusha, Commissioner

DocuSigned by:

Arica Andreatta

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Arica Andreatta, Commissioner

CC: Bruce Newman, Huerfano County Sheriff
Attached: Fully Executed Law Enforcement Services IGA

Sent via Email and Delivered by Hand
401 Main Street, Suite #201 Walsenburg, Co 81089
Office: 719-738-3000 Ext. 200 Fax: 719-738-3996