

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
COUNCIL OF THE CITY OF WALSENBURG AND THE BOARD OF
HUERFANO COUNTY COMMISSIONERS FOR LAW
ENFORCEMENT SERVICES FOR CALENDAR YEAR 2023**

This document constitutes an agreement ("Agreement") by and between the City Council and the City of Walsenburg (the "City"), a Colorado municipal corporation, and the Board of County Commissioners of Huerfano County, Colorado, the governing body of Huerfano County (the "County"), a political subdivision of the state, collectively, (the "Parties").

WHEREAS, Colo. Const. art. 14 § 18, and C.R.S. § 29-1-201, 203 et. seq. permit and encourage political subdivisions to enter intergovernmental agreements to provide -any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs for the mutual benefit of both;

WHEREAS, C.R.S. § 30-11-410(1) provides that the governing body of -a municipality and the board of county commissioners may contract to provide law enforcement services, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality;

WHEREAS, public safety within the jurisdictional limits of the City of Walsenburg and Huerfano County is in the mutual interest of both entities;

WHEREAS, the Parties previously entered into an agreement for law enforcement services and that agreement expired ~~at the end of 2022;~~ December 31, 2022 at 11:59 p.m. ("the 2016 Agreement");

WHEREAS, the Parties wish to enter into a new agreement for law enforcement services ~~under substantially similar terms as for a period of 1 year while the prior City explores options for law enforcement including the opportunity to re-establishes the Walsenburg Police Department;~~

WHEREAS, the Parties understand and agree that under provision of a 1-year agreement the County cannot be expected to expand staffing beyond currently budgeted levels, set without consideration to providing service to the City of Walsenburg;

WHEREAS, the City of Walsenburg desires to obtain all reasonable and necessary law enforcement services from the County and the County desires to provide all reasonable and necessary law enforcement services to the City; and

WHEREAS, the County and the City desire to enter into an agreement for the provision of law enforcement in accordance with the terms herein provided. _

NOW, THEREFORE, the City and the County agree as follows:

1. General Purpose.
 - a. The Huerfano County Sheriff shall provide law enforcement services within the Walsenburg corporate limits including, but not limited to,

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patrolling, issuing summons and complaints, preparing and timely delivering to the District Attorney all reports and information necessary to prosecute matters, appearance by the appropriate law enforcement officials at all court proceedings as necessary to prosecute matters, gathering and retaining evidence so as to provide for proper chain of custody, responding timely to complaints or calls, transportation of persons arrested to jail, investigation, traffic control, emergency response, civil document service, training, developing and maintaining all records and written law enforcement policies ordinarily required by law enforcement agencies, and all other tasks typically associated with and performed by a municipal police department.

- b. The law enforcement services described below will be implemented by the Huerfano County Sheriff (the "Sheriff"). It is the intent of the parties that implementation of this Agreement will not adversely impact law enforcement services provided to unincorporated portions of Huerfano County.

~~c. As part of the implementation process, the~~

The Sheriff will make all determinations regarding scheduling and designating the patrol area of deputies delivering services to Walsenburgthe City under this Agreement. Standards of performance, employee discipline, 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 Huerfano County Sheriff's policies and procedures a copy of which will be provided to the Walsenburg City Council upon execution of this Agreement. The written policies and procedures will remain the property of the Huerfano County Sheriff's Department and the Sheriff will remain the legal custodian of the written policies and procedures. Any request for the documents under the Colorado Open Records Act or by subpoena shall be given to the Sheriff who will timely respond to the request or subpoena.

2. Municipal Authority.

- a. At the effective date and time of this Agreement and for the duration of this Agreement, Walsenburgthe City grants the Huerfano County Sheriff and all sworn sheriff's deputies that are Colorado peace officers the law enforcement authority granted to any Walsenburg police officer by statute or by Walsenburg municipal ordinance to engage in law enforcement pursuant to this Agreement to enforce State law and Walsenburg ordinances within the City of Walsenburg's jurisdiction.
- b. ~~Immediately upon proper transfer of evidence and records in a case from the Walsenburg Police Department to the Huerfano County Sheriff's Department, the Huerfano County Sheriff's Department shall be the legal~~

~~custodian of the evidence and records for all purposes under Colorado law through the duration of this Agreement.~~

3. Duties and Levels of Service.

- a. The Sheriff will have at least one on-duty deputy responding to calls within the municipal limits of ~~Walsenburg~~ the City at all times.
- b. Deputies. 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 defined in reports presented to the Walsenburg City Council. Any changes to these definitions shall be noted in the written reports to the Walsenburg City Council as they occur.
- c. Municipal Court. The appropriate Sheriff's deputy or other Sheriff's Department representative(s) will appear in Walsenburg Municipal Court as needed to aid in the prosecution of individuals accused of ordinance violations.
- d. County and District Court. The appropriate Sherriff's deputy or other Sherriff's Department representative(s) will appear in the County and District Courts of Huerfano County, as necessary.
- e. Ordinance Criminal and Administrative Enforcement.
 - (i) The County and City acknowledge that all municipal ordinances have a criminal law component over which the municipal court has authority. The County and City also acknowledge that a limited set of Walsenburg ordinances also provide a procedure for administrative enforcement.
 - (ii) The Sheriff's Department shall enforce all ordinances where the only enforcement provided by the ordinance is criminal in nature and the ordinance does not provide authority to the City to enforce the ordinance administratively and the Model Traffic Code adopted by the City.
 - (iii) The City shall enforce all ordinances where the ordinance provides an administrative enforcement procedure. Except as set forth below.
 1. In any case where an administrative procedure is available and human safety is at issue, the sheriff will provide enforcement under the ordinance's criminal enforcement provision or, at the option of the city administrative

enforcement to the extent necessary to assure the safety of all involved.

2. The Sheriff will also enforce the criminal component of any ordinance in a particular case upon request by the City administrative enforcement representative where the administrative enforcement has proven ineffective.
3. Examples of ordinances that provide administrative enforcement are the city weed ordinance, dogs at large, licensing ordinances and zoning ordinances.
4. Animal Control. The Sheriff's Department will respond to dangerous animal and human safety calls related to animals within Walsenburg City limits. The City will enforce ordinances related to animal control where human safety is not an issue.
5. ~~Land Use Ordinances. The City will continue to enforce all land use and associated ordinances. The Sheriff should cite all traffic violations contained in the Model Traffic Code under the Model Traffic Code into municipal court and not under Title 42 of the Colorado Revised Statutes.~~

- g. The City of Walsenburg will provide three (3) copies of their ordinances to the Sheriff, including regular updates, and shall work with the Sheriff providing information required to assist Sheriff's employees in enforcing the ordinances. _

4. Independent Contractor.

- a. The parties agree that ~~Huerfano~~the County is acting as an independent contractor. All Huerfano County Sheriff's Department personnel shall be employees of the Huerfano County Sheriff's Department for all purposes and controlled by the Huerfano County Sheriff, including standards of performance and discipline.
- b. The County shall be solely responsible for the Huerfano County Sheriff's Department employees' wages, benefits, tax withholdings of all types, timely filing of all employment tax reports and payment of all employment tax deposits, filing of all Workers Compensation and Unemployment forms and payment of all Workers Compensation and Unemployment premiums.
- c. The County is solely responsible for meeting all state and federal criteria to maintain its independent contractor status and holds ~~Walsenburg~~the City harmless for any claim resulting from a determination that the County is not an independent contractor.

5. Contract Administration. The parties will comply with the Colorado Criminal Justice act.
6. Conform Laws. The County and ~~Walsenburg~~the City shall, to the extent reasonable and feasible and with all due consideration for local circumstances, make diligent efforts to conform ordinances, rules and regulations to provide for consistent effective and efficient delivery of law enforcement. This shall not be interpreted to require the approval of either party of the other party's ordinances, rules and regulations.
7. Reporting.
 - a. The Huerfano County Sheriff or his/her designee shall attend the first regularly scheduled Walsenburg City Council meeting of each quarter and provide the ~~city council~~Walsenburg City Council with an oral and a written report of its activities within the City of Walsenburg. The written report will include but not be limited to:
 - (i) definition of "peak times";
 - (ii) any information the Huerfano County Sheriff deems relevant, appropriate, and necessary to illustrate regular and ongoing law enforcement activities and issues; and
 - (iii) addressing any questions presented in writing by the Mayor of Walsenburg or the Walsenburg City Council;
 - b. The Huerfano County Sheriff or his/her designee will submit the written reports by noon on the Friday prior to the meeting.
 - c. The Huerfano County Sheriff or his/her designee may meet with the Mayor of Walsenburg or the Walsenburg City Council from time to time to foster communication and enhance community policing and partnerships.

8. Fee for Services.

The City and County shall share the cost of law enforcement through the payment of fees by ~~Walsenburg~~the City to the County to offset the cost of law enforcement services within the City of Walsenburg as set forth below. The fees do not constitute tax revenues to the County or the imposition of debt on ~~Walsenburg~~the City.

- a. ~~a.~~ 2023 Fee. ~~Walsenburg~~The City shall pay the County seven-hundred-thirteen thousand eight hundred and fifty-seven dollars (713,857.00) for the twelve-month period commencing upon the date of

execution in twelve (12) equal monthly payments of \$59,488 due on or before the 20th day of each calendar month. Failure to pay will be considered a contract breach by ~~Walsenburg~~the City at the option of the County. ~~The monthly fee during the six month renewal period shall be \$59,488 due on or before the 20th day of each calendar month.~~

~~b.~~ 2024 Fee. If the City exercises its right to enter into a 12-month renewal period, the City shall pay the County an annual amount not to exceed seven-hundred seventy-thousand nine-hundred and sixty-five dollars and fifty-six cents (\$770, 965.56) for the twelve-month period commencing January 1, 2024 in twelve (12) equal monthly payments of \$64,247.13 due on or before the 20th day of each calendar month. Failure to pay will be considered a contract breach by the City at the option of the County.

~~cb.~~ Successive Years of Agreement. Should Walsenburg wish to extend this agreement past the expiration of the renewal period or enter into a new agreement for the long term provision of law enforcement services, the City and the County will negotiate to arrive at a mutually agreeable situation.

~~(i) Negotiations. Walsenburg and County shall negotiate amendments to the fee annually with negotiations to commence September 15- and conclude prior to November 15 each year to allow the parties to appropriately budget. If the parties fail to agree by October 20, they shall enter mediation as provided in this Agreement.~~

(i) Legal documents, including, but not limited to, subpoenas, summons and legal paperwork not generated by the Huerfano County Sheriff's Office, that require service shall be handled as follows.

1. ~~Walsenburg~~The City will provide legal documents that require service to the Huerfano County Sheriff's Office.
2. The Huerfano County Sherriff will serve only legal documents required to be served in Huerfano County.
3. ~~Walsenburg~~The City will pay for civil service in addition to the fees set forth above. Fees will be charged to ~~Walsenburg~~the City pursuant to the Huerfano County Sheriff's Office fee schedule that is based upon the Colorado Revised Statutes.

9. Property-Ownership and contribution.

~~b. All radios, communication equipment, and other equipment shall remain property of the City and the County shall maintain possession and be~~

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~~responsible for all maintenance and repairs for the duration of this Agreement.~~
original equipment to the City and issue a payment of \$10,000 to the City for all equipment not returned. The parties agree that after this payment the County is responsible for the proper provisioning of law enforcement personnel employed by the County and that all equipment purchased by the County is the sole property of the County.

10. Vehicles.

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- a. Vehicles owned by each party shall remain in the possession of and the property of the party that owned the vehicle on the effective date of this Agreement. The Parties confirm that the County did not accept possession of any vehicles from the City.
- b. The County shall retain ownership of all vehicles purchased during the duration of this, or any subsequent agreement.

11. Duration.

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- a. This agreement shall be in effect for a period of one (1) year from the 1st day of January 2023 until the date of execution of the agreement unless terminated as provided set forth in section 11(c) below.
- ~~b. Termination. Either party may terminate this Agreement or any extension of this Agreement by giving the other party written notice 30 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. Termination. This agreement shall terminate at 11:59 p.m. of the 31st day of December, 2023.
- d. Renewal and Modification. This agreement shall renew for a period of ~~six (6) months without affirmative action of the parties unless termination notice is given as set forth in paragraph 11(b) above~~ up to six a year (126) months commencing January 1, 2024 and terminating December 31, 2024 at the request of the City and the concurrence of the County. The County may request a fee increase not to exceed 8 percent of the yearly fee amount to continue the agreement. If the City does not agree to that increase, the parties will enter mediation to determine a fee for the extension period.

12. Indemnification.

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- a. In executing this agreement, ~~Huerfano~~ The County does not assume liability or responsibility for or in any way release ~~Walsenburg~~ the City

from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Walsenburg ~~City~~ ordinances, rules or regulations. If any such cause or claim, suit, action or administrative proceeding is commenced, ~~Walsenburg the City~~ shall defend the same at its sole expense, and if judgment is entered or damages are awarded against ~~Huerfano the~~ County, ~~Walsenburg the City~~, or both, ~~Walsenburg the City~~ shall satisfy the same. This paragraph shall not apply where ~~Walsenburg the City~~ modifies or drafts an ordinance to conform ~~its~~ ordinance to a Huerfano County ordinance, rule or regulation.

- b. ~~In executing this agreement, Walsenburg the City~~ does not assume liability or responsibility for or in any way release ~~Huerfano the~~ County from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Huerfano County ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, ~~Huerfano the~~ County shall defend the same at its ~~sole~~ expense, and if ~~Judgment~~ judgment is entered or damages are awarded against ~~Walsenburg, Huerfano the City, the~~ County, or both, ~~Huerfano the~~ County shall satisfy the same.
- c. ~~Huerfano The~~ County will maintain general liability insurance to cover any act or failure to act of the County or any of its elected or appointed officers, agents or employees while providing law enforcement under this Agreement and naming the City of Walsenburg as an additional insured. ~~Huerfano The~~ County shall indemnify and hold harmless ~~Walsenburg the City~~ and its elected and appointed officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of ~~Huerfano the~~ County, its elected or appointed officers, agents and employees in performing services pursuant to this agreement.
 - (i) In the event that any suit based upon such a claim, actions, loss or damage is brought against ~~Walsenburg the City~~, or ~~Walsenburg the City~~ and ~~Huerfano the~~ County, ~~Huerfano the~~ County shall defend the same at ~~its~~ sole cost and expense; and ~~if~~ final judgment be rendered against ~~Walsenburg the City~~ and its officers, agents and employees, ~~Huerfano the~~ County shall satisfy same.
- d. ~~Walsenburg The City~~ shall indemnify and hold harmless ~~Huerfano the~~ County and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of ~~Walsenburg the City~~, its officers, agents and employees in performing services pursuant to this agreement.

- (i) In the event that any suit based upon such a claim, actions, loss or damage is brought against ~~Huerfano~~ County, or ~~Huerfano~~ County and ~~Walsenburg, Walsenburg~~ the City, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against ~~Huerfano~~ County and ~~its~~ officers, agents and employees ~~Walsenburg~~ the City shall satisfy same.

- 13. Disputes. In the event of a dispute arising from or related to this agreement, in good faith the parties shall submit the dispute for resolution to a mutually agreeable mediator and shall equally share the mediator's fee. In the event the parties cannot resolve the dispute in mediation, ~~and either party initiates a lawsuit, the prevailing party shall be entitled to court costs and reasonable attorney's fees, including those costs incurred in anticipation of litigation and fees and costs incurred in appeal of any final determination. If either party chooses to seek injunctive relief to enforce the provisions of this agreement, the parties waive any requirements of bond. Venue shall be Huerfano County, Colorado~~ the Parties shall submit to binding arbitration.
- 14. Survival Clause. In the event one or more of the provisions of this agreement are held to be illegal or unenforceable, it shall not result in the invalidation of any other portion of this agreement.
- 15. State Auditor's Office. The City Clerk of Walsenburg and the County Clerk shall each forward a copy of this agreement to the State Auditor's Office for the State Auditor's information and concurrence with regard to the financial arrangements set forth in this agreement and shall take any other actions deemed necessary to comply with Colorado State Statutes.
- 16. Cost of Service and Revenues. The parties hereto have considered the anticipated cost of services and the anticipated and potential revenues to fund those services ~~in~~ negotiating this agreement.
- 17. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

~~Approved~~

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Signature Page

APPROVED by the Walsenburg City Council on the ____ day of _____,
2023.

Rick Jennings, Acting Gary Vezzani, Mayor

APPROVED by the Huerfano County Commissioners this ____ day of _____ 2023.

John Galusha, Chair

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

APPROVED by the Huerfano County Sheriff this ____ day of _____, 2023.

Bruce Newman, Huerfano County Sheriff