

**INTERGOVERNMENTAL AGREEMENT NO. 2
FOR LAW ENFORCEMENT SERVICES**

Between

CITY COUNCIL OF CITY OF WALSENBURG, COLORADO

And

HUERFANO COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the City of Walsenburg is a political subdivision of the state of Colorado wholly located within the County of Huerfano, State of Colorado and incorporated as a statutory city pursuant to Title 31, Colorado Revised Statutes (2024); and

WHEREAS, Huerfano County is a political subdivision of the State of Colorado, organized, existing and operating pursuant to Title 30, Colorado Revised Statutes (2024); and

WHEREAS, C.R.S. §30-11-410(1) (2024) authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. §29-1-203(1) authorizes governments to cooperate or contract with one another to provide any function, service or facility with the approval of its legislative body; and

WHEREAS, the Colorado Constitution, Art. XIV, Sec. 18(2)(a) authorizes Colorado governments to cooperate or enter into intergovernmental agreements to provide any function or service lawfully authorized to each of the governments if authorized with the approval of the legislative body or other authority to so approve; and

WHEREAS, the City Council of the City of Walsenburg desires to enter into an Agreement with the County Commissioners of Huerfano County to permit Huerfano County to provide law enforcement services and dispatch services to the City of Walsenburg; and

WHEREAS, the Huerfano County Commissioners are willing and able to provide law enforcement and dispatch services to the City of Walsenburg upon the terms and conditions set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the Agreement, and for such other and further consideration set forth in the Agreement, the City Council of the City of Walsenburg, Colorado and the County of Huerfano, Colorado mutually covenant and agree as follows.

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the City Council of the City of Walsenburg, Colorado (the “City”) and the Huerfano County Board of County Commissioners (the “County”) (individually “Party”, jointly “Parties”) pursuant to the authority set forth in C.R.S. §30-11-410(1) (2024).

Purpose. The purpose of this Agreement is to provide a means of transition allowing the City to move from solely using the County for law enforcement services to the re-establishment of a city police force by employing appropriate personnel and acquiring appropriate equipment over an indeterminate period.

1. **Term:** The Agreement term commences January 1, 2025, and shall continue indefinitely until the City has re-established a city police force and the payment to the County equals zero according to the payment schedule set forth in paragraph 2 below or until terminated upon mutual written agreement of the Parties. Upon payment to the County reaching zero, the Parties shall execute a written acknowledgement that the Agreement is terminated. The Agreement may also be terminated pursuant to the provisions of section 11 below.
2. **Consideration For Law Enforcement Services**
 - a. The City shall pay the County a total annual amount of \$897,204 (the “Base Annual Payment”) in monthly installments of \$74,767 (the “Base Monthly Payment”) as adjusted from time to time pursuant to Schedule A set forth below.
 - b. Payment. On or before the due date, the City shall pay to the Huerfano County Treasurer a monthly payment in the amount provided in Schedule A below in consideration of law enforcement services provided to the City by the County during the prior calendar month.
 - c. Reduction in Service. As the City phases in a police department and employs police department staff, law enforcement services provided by the Sheriff’s Office will be phased out and payment by the City to the County adjusted according to Schedule A.
 - d. Schedule A.
 - i. All percentages shown in Schedule A are percentages of the Base Annual Payment set forth in paragraph 2(a) above.
 - ii. The percentage reductions shown in Schedule A shall be effective on the first day of the month following the first day that the police department employee (“Employee”) reports to work.
 - iii. During the term of the Agreement, where a percentage reduction occurs and subsequently the Employee’s employment terminates for any reason, the percentage reduction shall be reversed effective the first day of the month following the termination. When the position is refilled the reduction shall be reinstated pursuant to paragraph d(ii) above.

SCHEDULE A					
	Amount Monthly Payment Decrease	Amount Annual Payment Decrease	Percent Decrease	Adjusted Monthly Payment	Adjusted Annual Payment
Base Amts	\$ -	\$ -	0%	\$ 74,767.00	\$ 897,204.00
Police Chief	\$ 22,430.10	\$ 269,161.20	30.0%	\$ 52,336.90	\$ 628,042.80
Sergeant	\$ 7,476.70	\$ 89,720.40	10.0%	\$ 44,860.20	\$ 538,322.40
Admin	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 39,252.68	\$ 471,032.10
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 33,645.16	\$ 403,741.80
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 28,037.64	\$ 336,451.50
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 22,430.12	\$ 269,161.20
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 16,822.60	\$ 201,870.90
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 11,215.08	\$ 134,580.60
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 5,607.56	\$ 67,290.30
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ -	\$ -
	\$ 74,767.00	\$ 897,204.00	100.0%		

e. Due date.

- i. Each monthly payment is due on or before the 15th day of each month or on the following business day when the 15th falls on a weekend or on a County or City holiday (the “due date”).

f. Late Payments.

- i. Payments received by the Huerfano County Treasurer after the 20th day of the month shall be deemed late (“late payment”).
- ii. A late payment is subject to twelve-percent (12.0%) per annum interest commencing on the due date through the date the late payment is received by the Huerfano County Treasurer.

- g. Fee Increases. On an annual basis, where the County determines a fee increase is required, the County will give the City written notice of the required fee increase on or before September 1, 2025 and September 1 of each year thereafter. Failure by the County to provide notice shall constitute a waiver of this increase. The basis for any fee modification shall be the actual cost of law enforcement services provided by the County to the City. An increase in the annual fee shall not be greater than the rate of “Inflation” as defined in Colo. Const. Article X and Article XX Section (2)(f).

3. **Law enforcement services provided by the County to the City are as follows:**

- a. Twenty-four-hour a day general patrol service, general law enforcement services, investigative services, and dispatch services, under the supervision and direction of the Huerfano County Sheriff. The Sheriff will exercise best efforts to provide a minimum of two deputies at all times to provide law enforcement services to the City.

- b. General law enforcement services provided include, but are not limited to:
 - i. enforcement of Colorado state statutes;
 - ii. investigation of criminal offenses;
 - iii. investigation of traffic accidents;
 - iv. general traffic enforcement;
 - v. business checks by foot patrol or by vehicle;
 - vi. vacation checks of private residences (as requested); and
 - vii. development and maintenance of crime prevention programs for commercial and residential use.
 - viii. Also provided as ancillary to law enforcement services provided are the following:
 - A. patrol training;
 - B. court appearances required to prosecute in-City matters;
 - C. other law enforcement services for the City requiring County resources will be provided by the County at the Sheriff's discretion.
- c. Additional law enforcement services, not set forth above, will be regulated and controlled by the Huerfano County Sheriff taking into account City requests, budgeting and staffing exigencies for the Sheriff's Department, the need for patrol in the City and elsewhere in the County, emergencies or special events in the City and the requirements of reasonable and adequate law enforcement services elsewhere in the County.
- d. The following are not included as general law enforcement services provided to the City:
 - i. enforcement of the Walsenburg Municipal Code except where an equivalent Colorado statute exists;
 - ii. "animal control" which term does not include vicious dog offenses resulting in injury to persons or animals but does include capture and impoundment of vicious dogs.
- e. Summons and complaints.
 - i. Subject to direction by the city attorney or the municipal judge, summons and complaints should, when possible, be written into municipal court rather than county court.
 - ii. To avoid confusion over possible differences in the law, citations for alleged violations of the Model Traffic Code shall be cited into the Huerfano County Court

until the City adopts the same edition of the Model Traffic Code as the County at which time Model Traffic Code citations will be cited into municipal court.

f. Court Appearances and Records.

- i. The deputies issuing complaints and summons or citations will appear in county court or municipal court if subpoenaed at the prescribed date and time to give testimony and evidence relevant to the matter.
- ii. The Sheriff's Department will maintain all records necessary and customary for proper and efficient law enforcement administration.
 - A. City officials will have access to records as they relate to the City during normal working hours and at times convenient to the Sheriff's Department except that access to records of specific cases and/or ongoing investigations are subject to the provisions of the Colorado Open Records Act and other applicable law.
 - B. Records compiled by the Sheriff's Department pursuant to the Agreement will be maintained in accordance with the Federal Privacy Act and pursuant to all other state and federal laws regarding criminal justice records, sealed records, criminal records and histories and limited access thereof.

4. Arrests.

- a. Arrests may be made and summons issued under the ordinances of the City. The municipal attorney shall prosecute such a case when the need arises.

5. Detention.

- a. If any person is sentenced to detention by the Walsenburg Municipal Court, the City shall be obligated to pay for any period of incarceration at the normal daily rate charged for Municipal incarceration.

6. Transportation.

- a. If any person is transported by order of the Walsenburg Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, the City shall be obligated to pay for per mile transport costs over thirty (30) miles one way at a charge of one dollar (\$1.00) per mile.

7. Disposition of Fines.

- a. All fines collected under the authority of municipal ordinances shall be paid to the City.
- b. All traffic fines collected resulting in violations of the Huerfano County Model Traffic Code within the City limits on non-state and/or non-federal roadways shall be paid forty

percent (40%) to the City and sixty percent (60%) to the County in accordance with current practices pursuant to appropriate state law. The County will pay the City its forty percent (40%) within forty-five (45) days after the end of the month the fine was actually collected and submitted to the County by the Court.

8. Scheduling.

- a. The Sheriff shall determine all scheduling, duty officers, patrol areas, patrol times, performance standards, and personnel management.

9. Certification and Uniforms.

- a. Each Deputy Sheriff shall be certified or otherwise comply with the provisions of C.R.S. § 24-33.5-301(2024), *et seq.* Deputies shall wear Huerfano County uniforms only.

10. City Council Attendance.

- a. Periodically, and upon request, the Sheriff or his designated representative, shall attend City Council meetings to discuss mutual concerns that may arise. The City will provide the Sheriff's Department written notice of the requested meeting a minimum of seven (7) business days prior to the date of the meeting.

11. Termination; Grievances; Breach:

- a. Termination. Either Party may terminate the Agreement by giving the other Party a minimum of ninety (90) calendar days' written notice prior to the termination effective date. In the event of termination, the City will pay the County for all law enforcement services provided under the Agreement prorated up to and including the day of termination.
- b. Material breach. If either Party believes there has been a material breach to the Agreement, including but not limited to failure to pay timely or failure to provide services, the grieved Party shall bring the material breach to the attention of the other Party and allow ten (10) calendar days to correct the breach before terminating the Agreement.
- c. Grievance. Any grievance on behalf of the County or the Department will be submitted to the City Administrator in writing within five (5) business days of the event. Any grievance on behalf of the City will be submitted to the Huerfano County Sheriff and the County Administrator in writing within five (5) business days of the event.

12. GENERAL PROVISIONS

- a. The Parties shall reasonably cooperate with each other and with the Huerfano County Sheriff's Department, and their respective agents and employees to facilitate the performance of the Agreement.
- b. Both Parties acknowledge their respective duties under C.R.S. §29-1-205(a) to include the Agreement in their respective informational list of all contracts in effect with other

political subdivisions with the Colorado Department of Local Affairs within thirty days after receiving a written request from the division of local government.

- c. Failure to Appropriate. The Agreement is subject to annual appropriations by each Party as required by law. If the City fails to appropriate or otherwise make available funds sufficient to fulfill the Agreement, the County may unilaterally terminate the Agreement in accordance with section 11 above.

13. County Employees.

- a. Personnel providing services under the provisions of the Agreement remain County employees at all times and are not City employees for any purpose.
- b. The County will pay all employee wages, salaries and benefits. The County is responsible for all deductions, withholdings and accrual of benefits, if any, with respect to such wages and salaries.
- c. No County employee is entitled to any City employment benefits whatsoever, including, but not limited to, Worker's Compensation Insurance.

14. Injury and Sickness.

- a. The City shall not be liable the County, Department or their officers, employees and agents for injuries or sickness arising out of acts or omissions during the provision of the law enforcement services provided under the Agreement; and the City shall not be liable to provide insurance, compensation or indemnity for any County or Department employee.

15. Independent Contractor.

- a. The Huerfano County Sheriff's Department ("Department") is a department of the County of Huerfano. The County and Department stand as an independent contractor with respect to the City under this Agreement.
- b. No officer, employee or agent of the City shall be deemed an officer, employee or agent of the County or the Department; and, no officer, agent or employee of the County or Department shall be deemed an officer, employee or agent of the City. The Department, acting for the County, is in complete charge, control and supervision of all law enforcement services provided under the Agreement and will provide all equipment necessary to provide the services.

16. Liability.

- a. The County, the Department and their elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the City or the officers, employees or agents.

- b. The City and its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the County, the Department or their City's officers, employees or agents.
- c. The City shall, to the extent it may legally do and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the County and the Department, their elected officials, employees and agents against any claim for damages resulting from the proper enforcement of any duly enacted municipal ordinance. However, nothing in the Agreement obligates the City to be liable for any claim of punitive damages.
- d. The City shall not be liable for compensation or indemnity for any County or Department employee, officer or agent resulting from injury or sickness arising out of employment by the County or Department or their provision of law enforcement services under the Agreement. The County shall, to the extent it may legally do so and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the City against such claims and provide any required worker's compensation insurance coverage and unemployment insurance coverage for County and Department employees.
- e. No provision of the Agreement shall be construed to constitute a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

17. INDEPENDENT CONTRACTOR STATUS.

- a. IT IS EXPRESSLY ACKNOWLEDGED BY THE COUNTY AND THE DEPARTMENT THAT THE COUNTY AND DEPARTMENT ARE AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THE AGREEMENT.
- b. NOTHING IN THIS AGREEMENT IS INTENDED, NOR SHALL IT BE CONSTRUED, TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT.
- c. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD CITY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF CITY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

18. Miscellaneous Provisions

- a. Designated contacts.
 - i. The City Administrator will be the primary person to have contact with the County and the Department in all matter related to the Agreement. The City may change its designated contact person from time to time by providing written notice to the County and the Department.
 - ii. The Huerfano County Sheriff will be the primary person to have contact with the City in all matter related to the Agreement.
- b. Integration. The Agreement supersedes all previous agreements between the Parties. All prior agreements are determined to be null and void upon execution of the Agreement.
- c. Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of more than fifteen (15) calendar days.
- d. Governing Law; Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The Parties submit to the jurisdiction of the Courts of Huerfano County, Colorado, and waive any right to object to venue in those courts.
- e. Survival. The Parties agree, covenant and warrant that the terms and conditions contained in the Agreement shall survive the execution of the Agreement.
- f. Entire Agreement. The Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior understandings. The Parties shall not be bound by terms, conditions, statements or representations not contained in the Agreement.
- g. Modification. No amendment or modification of the Agreement shall be valid unless the same is in writing and signed by the Parties.
- h. Severability. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- i. Authority to Execute. The Agreement is effective upon execution by both Parties' authorized officials. By signing the Agreement, those officials represent that they have the authority to legally bind their respective entities.
- j. Multiple Originals and Authorized Signatures: The Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on the Agreement or any amendment to the Agreement will be deemed an original signature and will be fully enforceable as if an original signature.

IN WITNESS WHEREOF, the Parties executed the Agreement on this ____ day of _____, 2024 in duplicate originals.

CITY OF WALSENBURG

**HUERFANO COUNTY
BOARD OF COMMISSIONERS**

Mayor City of Walsenburg

Chairman Huerfano County
Board of Commissioners

ATTEST:

ATTEST:

City Clerk

County Clerk