

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW  
ENFORCEMENT SERVICES**

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES (the "Agreement"), made and entered effective the 1<sup>st</sup> day of August, 2024, between the Town of Collbran, Colorado, a municipal corporation, by and through its Board of Trustees (the "Town"); and the County of Mesa, Colorado, a body corporate and politic, by and through its Board of County Commissioners (the "County"). The Mesa County Sheriff's Office (the "Sheriff") will administer this Agreement on behalf of the County and perform the obligations of the County described herein.

**WITNESSETH:**

WHEREAS, the Town recently lost its Marshal and does not currently have a dedicated law enforcement officer; and

WHEREAS, the Sheriff has previously provided law enforcement services to the Town on a backup basis; and

WHEREAS, the Town and County now enter into an agreement where the Sheriff provides law enforcement services to the Town; and

WHEREAS, such intergovernmental agreements are authorized and provided for under Section 29-1-201, et. seq., C.R.S.

NOW, THEREFORE, it is agreed as follows:

**I. Purpose of the Agreement**

This Agreement is made between the Town and County to provide for law enforcement services as described herein.

**II. Services to be Provided**

A. The County shall provide the following law enforcement services, hereinafter the "Law Enforcement Services", by providing two full time employees who will provide seven (7) days per week coverage to the Town. The standard level of services provided will be the same level of services provided within unincorporated areas of similar population density of Mesa County. The Law Enforcement Services shall include, but not be limited to, the following:

1. The enforcement of Colorado state statutes and county ordinances which are of the same type and nature as Colorado laws enforced by the County within unincorporated Mesa County; and
2. Patrol services in the corporate limits of the Town, including but not limited to,

general traffic enforcement, business checks by foot patrol or vehicle, vacation checks of private residences (as requested), development and maintenance of crime prevention programs for commercial and residential use, special events,; and

3. Command services, investigation of criminal offenses (including the use of criminal investigators and crime scene technicians), narcotics investigations, court appearances and VIN checks; and
4. Administrative and records management services; and
5. School resource officer services, to the extent possible based on availability of qualified deputies, for Plateau Valley School.

B. The County will designate two (2) Sheriff's Deputies as "Collbran Deputies" to carry out patrol and school resource services as set forth herein. The Collbran Deputies shall remain employees of the County. The Parties agree and acknowledge that the individuals so assigned may be changed from time to time, and that the Sheriff retains sole discretion in the selection and assignment of the Collbran Deputies.

C. The County acknowledges that personnel assigned to the Town have been notified of their duty to cooperate with state and federal officials with regards to enforcement of state and federal laws regarding immigration and their duties to comply with the provisions of C.R.S. § 29-29-103(2).

D. The Sheriff will not be responsible for code enforcement.

E. In the event the Sheriff takes over the enforcement of the Mesa County Animal Services Ordinance in unincorporated Mesa County, then the Sheriff will also be responsible to enforce the Mesa County Animal Services Ordinance in the Town of Collbran, for the duration of this agreement.

F. Except as otherwise specifically set forth herein, the services shall be those duties and functions coming within the jurisdiction of the County pursuant to Colorado law.

G. The standards of peace officer performances, the discipline of deputies and other matters incident to the performance of law enforcement services and control of personnel so employed, shall remain in and under the sole control of the Sheriff.

H. The Sheriff will take over management of record keeping, evidence collection and retention, and storage of property. The Town shall defend and hold harmless the Sheriff and County against all claims arising from any mishandling of record keeping, evidence collection and retention, and storage of property that occurred prior to the execution of this agreement.

From time to time, one or both of the Collbran Deputies may be on leave for vacation, sick leave, FMLA, training, or another lawful purpose. In that instance, there may not be a dedicated Collbran Deputy on shift and calls for service will be handled by Mesa County Sheriff's deputies as assigned by the Sheriff or his designees. If one or both of the assigned Collbran Deputies are on leave greater than thirty (30) days, the Town will not be obligated to pay the agreed upon monthly cost of the Collbran Deputy(ies) not working during the period of the leave.

### III. Personnel and Equipment and Facilities

- A. The County shall furnish and supply all labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to perform the Law Enforcement Services, including, but not limited to, body-worn cameras as required by §24-31-902, C.R.S.
- B. The Town will provide access to the Town Hall and/or other Town owned facilities and equipment for administrative use by the County in conjunction with this Agreement.

### IV. Liability of the Parties and Insurance Requirements

- A. Nothing in this Agreement shall constitute a waiver of any of the rights, remedies or obligations of the Colorado Governmental Immunity Act or other Colorado law.
- B. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of the County on special assignment to the Town for the purposes of this Agreement, and shall not be considered employees of Town. The Sheriff, retains sole discretion to determine whether the acts and actions of his deputies were lawful, in good faith and/or consistent with the policies, procedures and standards of his Office. No County employee shall have any entitlement to any compensation, workers' compensation coverage, pension, or civil service benefits from the Town. The Town shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing services hereunder for the Town or for any liability other than that specifically provided for in this Agreement. The Town shall not be liable for compensation or indemnity to any County employee providing services to the Town under this Agreement, for such employee's injury or sickness, whether or not such injury or sickness arises out of services provided to the Town. The County shall to the extent allowed by law cover such liability, defend and hold harmless the Town against any such claims and provide any required workers' compensation insurance program and unemployment insurance coverage for the County employee. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded to the County under § 24-10-101, et seq., C.R.S.
- C. The County shall provide its own general liability, law enforcement liability insurance,

automobile liability insurance, and public officials' errors and omissions insurance coverage for claims arising from this Agreement. Further, the County shall include the Town, its officers, employees, and agents, as additional insureds under the named insured's insurance policies for general liability and automobile liability insurance. The County's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. A certificate of insurance consistent with the foregoing requirement is attached hereto as Exhibit A.

#### V. Reports Provided to the Town

- A. It is agreed that the Sheriff or designee shall provide a quarterly written report to the Town Administrator detailing law enforcement and public services activities provided under this Agreement. The contents of the report, or portions thereof, shall be released to the public only upon the written authorization of the Sheriff.
- B. It is agreed that the Sheriff or designee may provide an annual report to the Board of Trustees detailing law enforcement and public services activities provided under this Agreement.

#### VI. Payments for Services Delivered

- A. The Town hereby agrees to pay the County a total of \$145,835.00 (\$29,167.00 x 5 months) for the law enforcement services described herein, for the remainder of calendar year 2024 and \$350,000.00 for the law enforcement services described herein, for the whole of calendar year 2025. The agreed amount will be prorated at a monthly rate of \$29,167.00 to the date that this agreement goes into effect. The parties agree that this fee has been reasonably calculated to defray the costs of the additional law enforcement services that will be provided under this agreement. Any such price change to this IGA shall be subject to the Town's right to terminate for non-appropriation as set forth in Section IX of this Agreement. The Town will make equal payments quarterly to the Mesa County Sheriff's Office. Payments are due on the 15th of the month in March, June, September, and December.
- B. The Parties agree that in the event of a catastrophic event within the Town boundaries requiring extraordinary law enforcement response and/or resources, including but not limited to an event of large-scale flooding, wildland fire, riot, disease epidemic, acts of terrorism, etc., the parties will work in good faith to negotiate a cost-sharing agreement to fairly apportion between the Parties the additional costs associated with response to said catastrophic event(s).

#### VII. Termination of the Agreement

Either party shall have the right to terminate this Agreement at any time provided that the party wishing to terminate provides the other party at least ninety days (90) written notice of its intention to terminate. In the event that either party elects to terminate this Agreement during its term or fails to agree to renewal as provided in Section VII or Section IX, the Town shall be liable for payment in full to the County for its services to the date of the termination of the Agreement.

#### VIII. Liaison Between the Parties

- A. It is agreed that the Sheriff shall have full cooperation of the Town, its officers, agents, and employees, so as to facilitate the performance of this Agreement.
- B. It is agreed that for the purpose of maintaining cooperation, local control, and general information on existing complaints and problems in the Town, each party shall appoint a liaison through which written and oral communication between the parties shall be directed. The Town's liaison shall be the Town Administrator. The Sheriff will appoint a member of his Command staff as the Sheriff's liaison to the Town of Collbran. The Sheriff will also appoint a Sergeant to serve as an intermediate decision maker for routine operational issues specific to the Town of Collbran.
- C. It is agreed that the Town shall have full cooperation of the Sheriff and his representatives in response to pre-existing complaints and/or problems and they shall promptly take steps to resolve the situation in a manner mutually agreeable to the Town and the County, understanding that the Sheriff is the final authority on such issues.
- D. The Sheriff or designee will review this Agreement annually to ensure that all elements of the Agreement are being met, and will meet with the Town Administrator to review and discuss the performance of the Agreement.

#### IX. Renewal and Modification of the Agreement

- A. This Agreement may be renewed for four (4) one-year extensions in a writing signed by the parties and subject to the annual appropriations by the parties. The costs of services may change during each extension of this agreement based upon the amount quoted in part B of this section IX.
- B. For Town budgeting purposes, the Sheriff shall provide to the Town the costs of services for the following calendar year no later than the 15th day of August of the preceding year.
- C. Any changes to this Agreement shall be made only by written amendment signed by the parties.

#### X. Term of Agreement

Subject to the board approval by both the Town and the County, this Agreement shall be effective either August 1, 2024 or upon all parties signing this agreement, whichever date is later, through the thirty-first day of December, 2025. Notwithstanding the foregoing and any other provisions of this Agreement, the terms and obligations of this Agreement are subject to annual appropriations by the parties so as to not create a multiple fiscal year obligation in contravention of Article X, Section 20 of the Colorado Constitution.

#### XI. Public Safety Tax

Nothing in this Agreement is intended to limit or deprive the Town of the right to receive funding pursuant to Mesa County Referred Measure 1A - Mesa County Public Safety Sales Tax as approved at the November 2017 election so long as the Town uses funds received to offset the costs of this agreement or any other allowable purpose enumerated in the ballot measure. The payments for services rendered by the Town to the County pursuant to this agreement shall be considered an operational cost related to public safety. The Town is required by law to provide law enforcement services to its citizens and is not relinquishing that responsibility. This agreement allows the Town to continue to provide law enforcement services and meet the purpose of the ballot measure.

#### XII. Entire Agreement

This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than that contained herein.

#### XIII. Assignment

This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

#### XIV. Severability

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

#### XV. Authority

The Town represents to the County and, likewise, the County represents to the Town that it possesses the legal ability to enter into this Agreement. In the event that a Court of competent jurisdiction determines that either of the parties hereto do not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

**XVI. Termination of Original Agreement**

This Agreement amends, supersedes and replaces in its entirety all prior Agreements that may exist between the Town and the County.

*II REMAINDER OF PAGE INTENTIONALLY LEFT BLANK II*

IN WITNESS WHEREOF, the Town of Collbran, by and through its Board of Trustees, caused this Agreement to be signed by its Mayor and attested by its Town Clerk, and the County of Mesa, by and through its Board of County Commissioners, caused this Agreement to be signed by its Chair, attested by its Clerk, and approved by its Sheriff, on the dates indicated below.



Attest:

Bobbie Gross  
Bobbie Gross  
Mesa County Clerk and Recorder

Date

Bobbie Daniel  
Bobbie Daniel, Chair  
Mesa County Board of County Commissioners

Date

Attest:

Melanie Matarozzo 7/17/24  
Melanie Matarozzo  
Collbran Town Clerk

Date

Kendall W. Wilcox 7/17/2024  
Kendall W. Wilcox  
Collbran Mayor

Date

APPROVED:

BY: Todd Rowell 7-17-2024  
Todd Rowell, Mesa County Sheriff  
Date