

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN OF BENNETT, a municipal corporation of the State of Colorado (hereinafter referred to as the “Town”), and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, on behalf of the ARAPAHOE COUNTY SHERIFF’S OFFICE (hereafter referred to as the “County”), each a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, the Town, is a statutory municipality and political subdivision of the State of Colorado operating pursuant to Title 31, C.R.S; and

WHEREAS, the County is a Colorado statutory county and political subdivision of the State of Colorado; and

WHEREAS, Article XI, Section 7, of the Colorado Constitution allows the State and its political subdivisions to give direct or indirect assistance to any other political subdivision as may be authorized by general statutes; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution supports the cooperation or contracting by or among political subdivisions of the State to provide any function or facility lawfully authorized to each of the cooperating units, including, without limitation, the sharing of costs, the imposition of taxes, or the incurring of debts; and

WHEREAS, the County is authorized by Sections 30-11-410 and 30-10-516, C.R.S., among others, to provide police services; and

WHEREAS, the Town is authorized by Sections 30-11-410 and 31-4-304, C.R.S., among others to provide police services; and

WHEREAS, Sections 29-1-201 and 203, C.R.S., permit and encourage governmental entities to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, it is mutually beneficial to the Town and County to cooperate in the enforcement and administration of police services on a uniform basis throughout the Town, a portion of which is located within the County; and

WHEREAS, Section 30-11-410, C.R.S. as amended, specifically authorizes the County to contract with a municipality for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality; and

WHEREAS, the Town is without monetary means to provide for the employment of sufficient full-time law enforcement officers; and

WHEREAS, the Town desires to have a single source for law enforcement throughout the area within its boundaries, which is situated in part in Arapahoe County and in part in Adams County;

WHEREAS, the Town has requested that the County through the Arapahoe County Sheriff provide law enforcement services for all of the area within its boundaries which the Parties agree are contemplated in Section 30-11-410, C.R.S., and

WHEREAS, the County, in the interest of health, safety, and welfare of the residents of the Town, deems it advisable to enter into this Intergovernmental Agreement for Law Enforcement Services; and

WHEREAS, the County and the Town have determined to execute future agreements on a fiscal year basis.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

SECTION 1. DELIVERY OF SERVICES AND COUNTY RESPONSIBILITIES

1.1 The Arapahoe County Sheriff (“Sheriff”) shall provide law enforcement as more specifically described herein and in Attachment A, attached hereto and incorporated herein by reference, within the boundaries of the Town, including: patrol duties; follow-up investigations of criminal matters; and supervision of the assigned personnel, and will meet with the Town management to ensure assignment of appropriate resources for anticipated events and address any concerns of the Parties.

1.2 For 2024, the personnel necessary to provide these services as determined by the Parties are as follows: two full-time patrol deputies and one part-time investigator (50% of full-time work schedule) (collectively referred to hereinafter as the “Designated Personnel”) as set forth in further detail in Attachment A. The Town acknowledges and agrees this Agreement does not provide for law enforcement presence within its jurisdictional boundaries twenty-four hours per day, seven days per week. Unless otherwise specifically set forth herein, the determination of when law enforcement will be physically present within the jurisdictional boundaries in the ordinary course will be determined by the Sheriff, in the Sheriff’s sole discretion.

1.3 The type of law enforcement services to be provided by the Sheriff within the boundaries of the Town shall be similar to the law enforcement services provided in unincorporated areas of the County of Arapahoe and will include law enforcement communication center services. The Sheriff shall utilize, to the best of his ability and judgment, the equipment presently at his disposal in order to provide said law enforcement services.

1.4 The law enforcement services provided under this Agreement will include providing a safety and security detail for Bennett Days and its National Night Out event. The Town acknowledges and agrees that the Sheriff shall determine, in the Sheriff's sole discretion, the appropriate staffing and equipment needs for the foregoing events. To the extent the Sheriff's determination of staffing needs requires the use of overtime pay for any County personnel, the Town shall reimburse the County for all amounts expended on overtime for these events as provided in section 4.4 below. Except as provided in this section 1.4, the Town shall negotiate a separate agreement with the County for any temporary or off-duty services required for any other special events that exceed routine service levels. For purposes of this Agreement, "special events" and/or "non-routine service levels" shall mean events sponsored or approved by the Town with an expected or actual attendance of more than one thousand people.

1.5 The services provided pursuant to this Agreement shall be performed by the deputies of the Arapahoe County Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.

SECTION 2. RESPONSIBILITIES OF THE TOWN

2.1 The Town hereby expressly delegates to the Arapahoe County Sheriff's Office the authority to enforce any and all laws applicable to and within the territory of the Town. Notwithstanding the foregoing, the Parties understand that the Town may enforce and issue summonses for violations of the Bennett Municipal Code through its code enforcement officers without violating this Agreement.

2.2 The Town shall provide information as necessary or requested by the County to enable its performance under this Agreement.

2.3 The Town shall make available to the County, on a twenty-four hours per day, seven days per week basis, office space minimally containing a desk and a chair for the use of any Arapahoe County Sheriff's deputy performing law enforcement services within the jurisdictional boundaries of the Town.

SECTION 3. TERM

3.1 The initial term of the Agreement shall commence on [SO: July 1, 2024 / Town requesting: April 1, 2024] ("Effective Date") and end on December 31, 2024. This Agreement shall automatically renew for additional one-calendar-year terms, but only upon written notice from the Town that it wishes to renew the Agreement for an additional year. For fiscal planning purposes, such notice must be received by the County on or before August 31st of each year.

SECTION 4. FEE SCHEDULE AND PAYMENT

4.1 Fee Schedule. Compensation for the base law enforcement services set forth in Section 1 of this Agreement and further detailed in Attachment A will be calculated as the

actual cost to the County for the Designated Personnel, including all salaries and benefits, and two fully equipped Chevy Tahoes, which actual cost shall not exceed Five Hundred and Two Thousand, One Hundred and Twenty-Nine Dollars (\$502,129.00) (“Base Sum”). The Base Sum represents the annual actual cost for calendar year 2024, with the understanding that the amount charged by the County to the Town will be pro-rated to a monthly amount that will be charged to the Town beginning on the Effective Date and continuing through December 31, 2024. Additional law enforcement resources may be charged at the overtime rate as provided in section 4.4 below.

4.2 Base Sum Payment. The Base Sum shall be allocated and invoiced to the Town equally over a twelve-month period for every year this Agreement remains in effect. The Town shall pay the amount therein set forth within thirty (30) days after receipt of such statement. If such payment is not received by the County within forty (40) days after the submission of the billing, the County may satisfy such payment from any funds of the Town that are in the hands of the County without advance notice to the Town of the County’s intention to do so, or the County may proceed in any manner provided by law to collect such indebtedness.

4.3 Base Sum Conferral. The Parties acknowledge and agree the Base Sum is predicated on the Parties’ best estimate of the County staffing and equipment anticipated to be reasonably necessary to provide the law enforcement services contemplated under this Agreement. The Parties agree to meet approximately three months after the Effective Date of this Agreement and approximately every three months thereafter to evaluate the sufficiency of allocated personnel and equipment and the corresponding sufficiency of the amount of the Base Sum. In the event either Party desires to increase allocated personnel and equipment and/or the amount of the Base Sum, the Parties shall negotiate in good faith any proposed amendments to the same.

4.4 Billed Services Payment. The Base Sum does not include overtime hours worked by Sheriff’s Office personnel or victim advocate services as needed to fully and safely provide these law enforcement services. Overtime hours and victim advocate services will be billed separately at the actual rate paid by the County to the deputy performing the overtime hours or to the victim advocate performing victim advocate services. All overtime and victim advocate hours will be billed quarterly to the Town as billed services. The billing statements shall be broken down by deputy, date and time for incurred overtime. This billing statement for billed services shall be handled separately from the monthly installments.

4.5 Jurisdictional Challenges. The Parties agree the Town intends to vest authority in the Arapahoe County Sheriff’s Office to perform law enforcement services within the boundary lines of the Town, which lies in both Arapahoe and Adams Counties, to the full extent permitted by law. The Base Sum does not include any liability, damages, costs, judgments or other expenses, including but not limited to attorney’s fees and costs, asserted against the County based on any jurisdictional challenge to its performance of law enforcement services within the portion of the Town that is located within Adams County. The Town shall retain any and all liability arising out of or relating to any jurisdictional

challenge to the Arapahoe County Sheriff's Office's authority to act in accordance with this Agreement in the portion of the Town located in Adams County.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between the Town and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and the Town, such relationship confers on the County and its employees the authority to act on the Town's behalf only as to matters covered by this Agreement.

5.2 The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County.

5.3 Nothing in this Agreement shall make any employee of the Town a County employee or any employee of the County a Town employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Town employees by virtue of their employment.

5.4 The Town shall not be required to withhold taxes for the Arapahoe County Sheriff, his Deputies, or other employees of the County. The County will provide Worker's Compensation insurance as required by Colorado law for County employees providing services to the Town pursuant to this Agreement.

SECTION 6. INSURANCE, GOVERNMENTAL IMMUNITY, INDEMNIFICATION

6.1 During the term of this Agreement, the Town agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Arapahoe County Sheriff will be named as additional insured under this policy. The Town shall provide the County with a Certificate of Insurance reflecting that coverage.

6.2 The Town further agrees to carry Comprehensive General Liability Insurance, Public Official Liability insurance, and Workers Compensation for its own employees for the duration of the Agreement as well as for two years after the Sheriff's services terminate. The Town shall provide the County with a certificate of insurance reflecting that coverage.

6.3 Arapahoe County agrees to maintain insurance, either through self-insurance or commercial policies, adequate to cover the liability and other risks to which it may be exposed as a result of the services provided pursuant to this Agreement.

6.4 Nothing in this Agreement shall be construed as a waiver by either Party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections

24-10-101, *et seq.*, C.R.S. (“CGIA”) as same may be amended from time to time. Specifically, neither Party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by the Town results in a waiver of protections afforded to the County, the Town shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to the Town, the County shall, to the extent allowed by law, indemnify and hold harmless the Town for such actions. Further, the County shall not be responsible for any claim against the Town which arises out of services not performed by the County pursuant to this Agreement.

6.5 The Town shall indemnify and hold harmless the County, including but not limited to its elected and appointed officials, directors, members, employees, affiliates, agents, contractors, successors and assigns from and against any and all liability, claim, demand, cause of action, damage, loss or expense, including court costs and reasonable attorney fees, of any kind or nature arising out of or relating in any way to a challenge to the Arapahoe County Sheriff’s Office’s authority to act in the portion of the Town located in Adams County.

SECTION 7. TERMINATION

7.1 Either Party may terminate this Agreement with or without good cause shown upon written notice to the other Party at least one hundred and twenty (120) calendar days prior to the effective date of the termination.

SECTION 8. MUTUAL UNDERSTANDINGS

8.1 No Third-Party Beneficiaries. The County does not intend by the Agreement to assume any contractual obligations to anyone other than the Town, and the Town does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and the Town do not intend that there be any third-party beneficiary to this Agreement.

8.2 Non-Discrimination. The County and the Town certify that they are Equal Opportunity Employers.

8.3 Compliance with Laws. During the performance of this Agreement, the Parties agree to strictly adhere to all applicable federal, state and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limited the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when exposed to, or provided with, any data or records under this Agreement that are considered to be “Protected Health Information.”

8.4 No Multi-Fiscal Year Obligation. The Town is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or to make payments from any funds of the Town other than funds appropriated for the payment of current expenditures. All payment obligations of the Town under this Agreement are from year to year only and do not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Town.

8.5 Assignment. Neither the County nor the Town shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other Party in writing.

8.6 Waiver. No waiver by the County or the Town of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term of condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

8.7 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose. As of the Effective Date of this Agreement, the Agreement for Law Enforcement Services between the County and the Town dated January 8, 2024 (hereinafter, the “Preceding Agreement”), is hereby terminated, and the amount due from the Town to the County under the Preceding Agreement, which shall be pro-rated to the time period from January 1, 2024 through the Effective Date of this Agreement, shall be immediately due and payable.

8.8 Amendment. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the Parties hereto.

8.9 Headings. Any captions of the sections and paragraph are set forth only for the convenience of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

8.10 Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.11 Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party, including, without limitation, war, embargoes, strikes, non-Party governmental restrictions, pandemics, riots, fires, floods, earthquakes, or other acts of God.

8.12 Governing Law, Venue and Enforcement. This Agreement shall be governed by and interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict

between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

8.13 Notices. Notices to be provided under this Agreement shall be given in writing, either by hand delivery or deposited in the United States mail, with sufficient postage, to the following persons:

For County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120

and (send to both)

Arapahoe County Sheriff's Office
Attn: Arapahoe County Sheriff
13101 E Broncos Parkway
Centennial, Colorado 80112

For the Town: Town Clerk
Town of Bennett
355 Fourth Street
Bennett, CO 80102-7806

8.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which should be deemed to be an original and all of which taken together shall constitute one and the same agreement.

EXECUTED this _____ day of _____, 20__.

ATTEST:

TOWN OF BENNETT

Town Clerk Date

Mayor Date

**BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ARAPAHOE**

Tyler S. Brown, Sheriff Date

ATTACHMENT A

The County agrees to furnish to the Town reasonable law enforcement services as deemed necessary by the Arapahoe County Sheriff's Office, subject to available resources and emergency needs, during the term of this Agreement. The Sheriff reserves the right to determine all law enforcement functions including those deemed extraordinary. The County reserves the right to separately bill for extraordinary law enforcement services considered additional in nature in accordance with section 4.4 of the Agreement, and the Town shall pay the invoices as provided therein.

Law enforcement services provided to the Town under this Agreement will include patrol duties available seven days per week with corresponding investigative and supervisory support as determined the Sheriff's Office. Based on the historical needs of the town as determined by the Sheriff's Office and safety of the deputies, the following personnel will be assigned for the initial term of this Agreement: two full-time patrol deputies and a part-time detective (50%). The availability of staff and resources to provide these law enforcement services may fluctuate depending on the demands and exigencies of the Arapahoe County Sheriff's Office. Similarly, as additional resources are needed to handle situations in the Town, the Sheriff's Office will request further assistance.

This Agreement will be implemented by the Arapahoe County Sheriff's Office and shall not in any way affect the regular law enforcement services provided by the Arapahoe County Sheriff's Office to unincorporated portions of Arapahoe County. The Sheriff will make all determinations in scheduling and designating the patrol area of the deputies supplied under this Agreement. The standards of performance, disciplining of deputies, control of personnel providing such services, and other matters incident to the performance of the services to be provided hereunder shall be in accordance with Arapahoe County Sheriff's Office policies and procedures.

The County shall furnish and supply all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary to provide the services to be rendered hereunder. All equipment used in the performance of this Agreement shall remain the property of the County.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the Arapahoe County Sheriff's Office that require service shall be handled as follows: (1) Legal documents to be served in Arapahoe County or Adams will be provided by the Town to the Civil Section of the Arapahoe County Sheriff's Office; (2) Arapahoe County Sheriff's Office personnel will serve only legal documents required to be served in Arapahoe County; (3) Arapahoe County Sheriff's Office will deliver to the Civil Section of the Adams County Sheriff's Office all legal documents required to be served in Adams County; (4) the Town will pay for service in accordance with the Arapahoe County Sheriff's Office fee schedule or the Adams County Sheriff's Office fee schedule, as applicable, based upon the Colorado Revised Statutes.

Criminal and traffic enforcement actions taken by deputies assigned to the Town will be handled in the same manner and nature as enforcement actions within the unincorporated areas of Arapahoe County; provided, however, that to the extent reasonably practicable, the summons or other citations issued for such criminal and traffic enforcement action shall utilize Bennett Municipal Ordinances for charging purposes and such actions shall be filed in and processed through the Bennett Municipal Court rather than the applicable county or district court.

The Sheriff, or his designee, will meet with the Town Trustees on an as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.