

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES RELATING TO THE ENFORCEMENT OF AN ORDINANCE LIMITING THE UNLOADING OF COMMERCIALY-TRANSPORTED PASSENGERS BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE, AND THE TOWN OF CASTLE ROCK, COLORADO

THIS AGREEMENT (the "IGA") is made and entered into this ___ day of _____, 2024 (the "Effective Date"), by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado, (the "County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** (the "Sheriff"), and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation of the State of Colorado (the "Town")(collectively, the County, the Sheriff, and the Town are referred to as the "Parties").

WITNESSETH:

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

WHEREAS, Section 29-1-203, C.R.S., authorizes the Town to enter into contracts with other governmental units for services; and

WHEREAS, on April 2, 2024, the County adopted Douglas County Ordinance No. O-024-001 to limit the unloading of commercially transported passengers in unincorporated Douglas County (the "Ordinance"), a copy of which Ordinance is attached hereto as **Exhibit A**; and

WHEREAS, the Town, County, and Sheriff acknowledge and agree that, to ensure consistent and efficient enforcement of the Ordinance, it is in the best interest of their respective constituents to have the Sheriff assume responsibility for the enforcement of the Ordinance within the jurisdictional boundaries of the Town; and

WHEREAS, the Town, County, and Sheriff, desire to enter into this IGA for the provision of law enforcement services in relationship to the Ordinance in accordance with the terms herein provided.

NOW, THEREFORE, in consideration of the premises, the Town, County, and Sheriff hereby agree as follows:

1. **Term**. The County shall provide law enforcement services relating to the enforcement of the Ordinance within the boundaries of the Town commencing upon the Effective Date of this IGA and shall terminate on December 31, 2024 (the "Term").
2. **Scope of Services**. The type of law enforcement services to be provided by the Sheriff with respect to the Ordinance within the boundaries of the Town shall be substantially

similar to the law enforcement services provided in the unincorporated areas of the County, as more specifically set forth in *Exhibit B*, attached hereto and incorporated herein by reference.

- A. The Sheriff agrees to provide enforcement of the Ordinance as may be designated from time to time by the Town.
- B. The provision of law enforcement services by the Sheriff pursuant to this IGA shall be contingent upon passage by the County of an amendment to the Ordinance extending the Sheriff's jurisdiction to all property located within the boundaries of the Town.
- C. To the extent it is lawfully necessary, the Town hereby: (i) consents to the adoption of the Ordinance by the County and (ii) confers the authority and jurisdiction on the Sheriff to perform the services, as described in *Exhibit B* of this Agreement, within the boundaries of the Town.

3. **Collected Fines, Penalties, and Abatement Proceeds.** The County and/or the Sheriff shall retain all revenues collected as a result of enforcing the Ordinance within the boundaries of the Town to which they would otherwise be entitled under state law if such services were performed entirely within the unincorporated County. In addition, the County and/or Sheriff will be responsible for subsequently paying any applicable surcharges collected to the appropriate agency.

4. **Payment for Services.** For the Scope of Services described herein, the Town shall pay to the Douglas County Law Enforcement Authority Fund an amount equivalent to the reasonable actual costs incurred by the Sheriff in performing such services within the boundaries of the Town, not to exceed a total cumulative amount of fifty-thousand dollars (\$50,000) per calendar year. The Sheriff shall invoice the Town monthly by no later than the last day of the month following the month in which such services, if any, are performed. The Town shall have up to and including 30 days following the receipt of such invoice to make payment in full.

5. **Records and Reporting.** All records resulting from calls for service relating to the enforcement of the Ordinance within the Town will be managed and maintained by the Sheriff. The Sheriff shall provide the Town a copy of all reports and records created from the enforcement of the Ordinance.

6. **Proof of Insurance.** The County shall provide to the Town proof of insurance coverage for losses, costs, damages, claims, actions, or liability which may arise or grow out of the Sheriff's provision of law enforcement services under the terms of this Agreement as a result of the actions of the County, the Sheriff, and their elected officials, officers, employees, deputies, or agents; provided, however, that such insurance coverage shall not extend to, and the County assumes no responsibility for the actions of, the elected officials, officers, employees, or agents of the Town.

7. **Independent Contractor Status.** The County, the Sheriff and each of their elected officials, officers, directors, employees, deputies, or agents are, and shall at all times be deemed to

be, an independent contractor. Any member of the Sheriff's Office assigned to fulfill contract services shall remain under the control of the Sheriff's Office and will be afforded the same employment rights and benefits as other office members. The Sheriff shall be solely responsible, assume liability for and retain all authority for: (i) the rendition of services, standards of performance, control of personnel, including discipline, training, and other matters incident to the performance of services by the County through the Sheriff, and (ii) administering all wages, withholdings, pension, workman's compensation, unemployment benefits, dental, medical, and life insurance, any and all benefit plans, and all other costs and expenses of such personnel.

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, for withholding of taxes, payment of benefits, worker's compensation, or any other rights accorded the County or Town employees by virtue of their employment. All Sheriff's Office personnel serving the Town under this Agreement shall remain employees of the Sheriff's Office.

The County acknowledges that neither it nor its agents or employees are entitled to unemployment insurance benefits or workers' compensation benefits unless the County or some entity other than the Town provides such benefits.

8. **No Waiver of the Colorado Governmental Immunity Act.** The Parties hereto understand and agree that the Town and the County, their respective elected officials, officers, directors, employees, deputies, and agents are relying on, and do not waive or intend to waive by any provisions of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Town or the County. To the extent that the CGIA imposes varying obligations or contains different waivers of immunity for municipalities and counties, both the Town and the County agree that each will remain liable for their independent obligations under the CGIA, and neither party shall be liable for the obligations of the other.

9. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under such IGA.

10. **Notices.** Except as otherwise provided herein, all notices required or permitted to be given under this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered or sent by first class mail, postage prepaid, to the following addresses:

To the Town: Town of Castle Rock
 100 N. Wilcox Street
 Castle Rock, Colorado 80104
 Attention: David L. Corliss, Town Manager

with a copy to: Michael J. Hyman, Town Attorney

To the County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Doug DeBord, County Manager

with a copy to: Jeffrey Garcia, County Attorney

To the Sheriff: Douglas County Sheriff's Office
4000 Justice Way
Castle Rock, CO 80109
Attn: Darren M. Weekly, Sheriff

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

11. **Effective Date.** This Agreement shall take effect the later of the date this Agreement is fully executed or the date the Ordinance is amended to permit the Sheriff to comply with the terms of this Agreement.

12. **Renewal.** This Agreement may be renewed or renegotiated on or before the end of the Term upon mutual agreement of the parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this IGA is executed by the Parties hereto as of the Effective Date.

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

David L. Corliss, Town Manager

COUNTY:

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY:**

ATTEST:

George Teal, Chair

Clerk to the Board

DATE: _____

DATE: _____

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

Douglas J. DeBord, County Manager

Jeffrey Garcia, County Attorney

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

DOUGLAS COUNTY SHERIFF:

Andrew Copland, Finance Director

Darren Weekly, Sheriff

DATE: _____

DATE: _____

EXHIBIT A
DOUGLAS COUNTY ORDINANCE NO. O-024-001
(see attached)

EXHIBIT B
SCOPE OF SERVICES

A. Contingent upon passage by the County of an amendment thereto extending the Sheriff's jurisdiction to all property located within the boundaries of the Town, the Douglas County Sheriff's Office shall provide the following services in relation to the enforcement of Douglas County Ordinance No. O-024-001 within Town boundaries as set forth in this Exhibit A:

1. Reactive patrol to enforce the Ordinance and to respond to residents' and business' calls for service.
2. Proactive patrol to prevent and deter activity in violation of the Ordinance.
3. Traffic patrol to enforce the Ordinance.
4. Investigation of violations of the Ordinance by deputies (investigators) assigned to a criminal investigation unit. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
5. Communications services, including call receiving, dispatch, and reports.
6. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
7. Command and support staff.
8. Administrative services including, but not limited to, planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County agencies in support of the County Sheriff's Office.

B. The County shall provide all resources, personnel, training, material and equipment necessary to satisfactorily render the Services described herein