

**ADAMS COUNTY, COLORADO
INTERGOVERNMENTAL AGREEMENT
WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BENNETT FOR LAW ENFORCEMENT SERVICES (Law Enforcement IGA) is made this 14th day of March, 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as the "County," on behalf of the Adams County Sheriff's Office, and the Town of Bennett, located at 355 Fourth Street, Bennett, Colorado 80102, hereinafter referred to as "Bennett." The County and Bennett may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County is a county of the state that has been duly established and is operating pursuant to Colo. Const. art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, Bennett is a municipal corporation that has been duly established and is operating pursuant to Colo. Const. arts. XIV and XV and Title 31, C.R.S.; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the County and Bennett are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to § 30-11-410, C.R.S., as amended, the governing body of a municipality and the Board of County Commissioners are expressly authorized to contract for the purpose of providing law enforcement services; and,

WHEREAS, the County and Bennett mutually desire to contract for law enforcement services; and,

NOW, THEREFORE, the County and Bennett, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES TO BE PROVIDED BY THE COUNTY

The Adams County Sheriff's Office shall provide law enforcement services to Bennett as specified in "Attachment A," which is attached hereto and incorporated herein by this reference. The standard service is to be provided based upon law enforcement service units, which is defined to mean one (1) Patrol Deputy and one-half (1/2) Detective position, including the equipment and supplies incidental to providing each service unit.

All employees staffing the service unit shall be employees of the County, and not of Bennett, and all equipment and supplies provided incidental thereto shall be and remain the property of the County.

In the event of any conflicts or inconsistencies between the terms and conditions contained in the body of this Law Enforcement IGA and those contained in Attachment A, the terms and conditions contained in the body of this Law Enforcement IGA shall prevail and control.

SECTION II- RESPONSIBILITIES OF BENNETT

Bennett shall provide information as necessary or requested by the County to enable its performance under this Law Enforcement IGA. Bennett hereby expressly delegates to the Adams County Sheriff's Office authority to enforce any and all laws applicable to and within the territory of Bennett.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for one (1) calendar year, beginning on January 1, 2017 and ending on December 31, 2017. This Law Enforcement IGA may be renewed for additional one-year terms, but only upon written notice from Bennett 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 IV- PAYMENT AND FEE SCHEDULE

Bennett shall pay the County the base sum of Three Hundred Sixty Five Thousand, Eight Hundred Forty Six Dollars (\$365,846) for the services provided hereunder. This sum shall be paid in quarterly installments as specified in Attachment A. Bennett shall also make quarterly payments to the County for any overtime or additional charges as invoiced pursuant to Attachment A.

SECTION V- INDEPENDENT CONTRACTOR

In providing services under this Law Enforcement IGA, the County, including all employees of the Adams County Sheriff's Office, acts as an independent contractor and not as an employee of Bennett. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Law Enforcement IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of Bennett because of the performance of any services or work under this Law Enforcement IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not**

entitled to workers' compensation benefits from Bennett. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Law Enforcement IGA.

SECTION VI-NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII-INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this Law Enforcement IGA, the Parties agree to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this Law Enforcement IGA shall be construed as a waiver by either party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

SECTION VIII-TERMINATION

Either party may terminate this Law Enforcement IGA upon the provision of written notice to the other party at least three (3) calendar months prior to the effective date of the termination.

SECTION IX-MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Law Enforcement IGA. The Parties agree that jurisdiction and venue for any disputes arising under this Law Enforcement IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Law Enforcement IGA, 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 limiting 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 Law Enforcement IGA that are considered to be "Protected Health Information."

C. Record Retention

The Parties shall maintain records and documentation of the services provided under this Law Enforcement IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this Law Enforcement IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

D. Assignability

Neither this Law Enforcement IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either party without the prior written consent of both Parties.

E. Waiver

Waiver of strict performance or the breach of any provision of this Law Enforcement IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. 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, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Law Enforcement IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Law Enforcement IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Sheriff's Office
332 North 19th Avenue
Brighton, CO 80601
Phone: (303) 654-1850
Facsimile: (303) 655-3296

Adams County Attorneys' Office
4430 S. Adams County Parkway, Ste 5000B
Brighton, CO 80601-8206
Phone: (720) 523-6116
Facsimile: (720) 523-6114

For the Contractor:

Town of Bennett
355 Fourth Street
Bennett, CO 80102-7806
Phone: (303) 644-3249
Facsimile: (303) 644-4125

H. Integration of Understanding

This Law Enforcement IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This Law Enforcement IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this Law Enforcement IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Law Enforcement IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Law Enforcement IGA by and on behalf of the County and Bennett shall be for the sole and exclusive benefit of the County and Bennett.

L. Severability

If any provision of this Law Enforcement IGA is determined to be unenforceable or invalid for any reason, the remainder of this Law Enforcement IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this Law Enforcement IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY
COMMISSIONERS ADAMS COUNTY,
COLORADO**

Chair

Date

ATTEST:
STAN
MARTIN
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

ADAMS COUNTY SHERIFF'S OFFICE

Michael T. McIntosh, Sheriff

Date

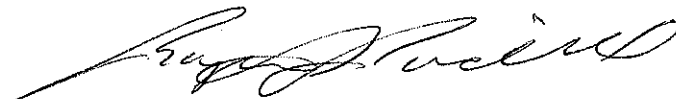
STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Signed and sworn to before me this _____ Day of _____ 2017 by

Notary Public

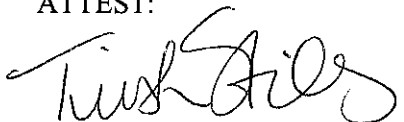
My commission expires on: _____

TOWN OF BENNETT


Royce Pindell, Mayor

3-14-2017
Date

ATTEST:


Town Clerk or Town Manager

**THE SIGNATURES OF ALL PARTIES MUST BE ATTESTED TO OR
NOTARIZED.**

