

WORK SESSION

I. ITEMS FOR DISCUSSION ONLY:

- a. Discussion regarding regulation of short-term rentals within the City of Creede;
- b. Discussion regarding the possible prohibition of RV living within City limits;
- c. Discussion regarding possible Sheriff services for the City of Creede;

OPEN TO THE PUBLIC

POSTED 6/15/2023

CITY OF CREEDE, COLORADO

ORDINANCE NO.

AN ORDINANCE ADDING CHAPTER 19, ARTICLE 1, LICENSING OF SHORT-TERM RENTALS, TO THE CITY OF CREEDE CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees of the City of Creede has determined that the type and numbers of short-term rentals within City limits should be regulated and licensed; and

WHEREAS, the Board of Trustees of the City of Creede held work sessions to review and discuss regulations and licensing standards on _____; and

NOW, THEREFORE, be it ordained by the Board of Trustees of the City of Creede as follows:

SECTION 1. **ADDITION.** Chapter 19, Article 1, Licensing of Short-Term Rentals, is hereby added to the City of Creede Code of Ordinances as follows:

A. Chapter 19, Article 1 LICENSING OF SHORT-TERM RENTALS

Sections:

- 19-1-010 Intent and scope.
- 19-1-020 Definitions.
- 19-1-030 License required.
- 19-1-040 License restrictions.
- 19-1-050 License; application; contents; inspection; issuance.
- 19-1-.060 Fees.
- 19-1-070 Sales tax license.
- 19-1-080 Limitations; occupants, vehicles and noise.
- 19-1-090 Permitted locations.
- 19-1-100 Renewal.
- 19-1-110 Property owner responsibility.
- 19-1-120 Posting.
- 19-1-130 Advertising.
- 19-1-140 Notice to owner.
- 19-1-150 Enforcement; revocation; appeal.
- 19-1-160 Penalty for violation.

19-1-010. Intent and scope.

- A. This chapter is intended to establish comprehensive regulations to safeguard public health, safety and welfare by requiring licensing of short-term rental properties in the City of Creede.
- B. This chapter applies to accommodations for rent or lease for a period of less than thirty (30) consecutive days, but only when the accommodation is assessed in the residential property classification system for property tax purposes.

- C. This chapter is not intended to supersede any private conditions, covenants or restrictions application to a short-term rental unit.

19-1-020. Definitions

Terms and phrases used in this Article are defined as follows:

- A. “Principal residence” means the primary location at which a person resides for more than one-half of the year. However, if the person’s driver’s license or voter registration shows a different residence address, it shall be presumed that the location in question is not a principal residence.
- B. “Responsible agent” means the owner, the owner’s agent, or the owner’s designee who is available to respond to any issues arising from a short-term rental within fifteen (15) minutes and who is authorized to receive written notice on behalf of the owner.
- C. “Short-term rental” means the rental of all or a portion of a single-family residentially-zoned property for less than 30 consecutive days. This definition does not include offering use of one’s property to another where no fee is charged and collected, and also specifically excludes use of recreational vehicles, mobile homes located in a mobile home, trailer or RV park, duplexes and/or multi-family dwellings.
- D. Vehicle means a machine propelled by power other than human power designed to travel along the ground, in the air, or through water by use of wheels, treads, runners, slides, wings, or hulls and to transport persons or property or pull non-self-propelled vehicles or machinery, and includes, without limitation, automobile, airplane, boat, truck, trailer, motorcycle, motor scooter, moped, tractor, buggy, golf cart, and wagon.

19-1-030. License required.

Within the City of Creede, it is unlawful for any person to engage in a short-term rental unless licensed to do so as provided for by this chapter. Licenses are permitted, in limited numbers, in any area in Town where residential occupancy is permitted, in compliance with the provisions of this chapter, and provided that no commercial space is used for a short-term rental. The short-term rental license must be renewed annually for every premises used as a short-term rental.

19-1-.040 License restrictions.

- A. Class A short-term rentals may be located in the property owner’s principal residence or within an accessory dwelling unit located on the same property as the principle residence, and the property owner must be a natural person or the beneficiary of a trust whose name appears on the deed to the property on which the short-term rental is located.
- B. Class B short-term rentals may be located on residentially-zoned properties that are not a principle residence. The total number of Class B short-term rentals within the City of Creede is limited to a total number of twenty-five (25) in a any calendar year.
- C. No property shall be licensed as a short-term rental unless the owner has owned the property for two (2) years before a license application is filed. Transfers to a trust where the owner of the property is the beneficiary of the trust or to a corporate entity where the owner of the property is the majority owner of the entity shall not constitute a break in the period of ownership. This section shall not be read to prohibit the long-term rental of properties for periods in excess of thirty (30) days within the first two (2) years of ownership.
- D. The short-term rental license is non-transferable with the sale of the property.

- E. All applicants for a short-term rental license must obtain written approval from all owners of property located within 200' of the exterior boundary of the property to be permitted.

19-1-050 License; application; contents; inspection; issuance.

- A. Applicants for a license or for renewal of a license under this chapter shall file an application with the Town Administrator/Clerk with the following information:
 - 1. Applicant/property owner information;
 - 2. Address of the short-term rental;
 - 3. Proof of ownership;
 - 4. Designation of and proof of agreement with a responsible agent;
 - 5. Number of bedrooms in the house;
 - 6. Maximum number of occupants;
 - 7. Number and site plan of off-street parking spaces;
 - 8. Trash/recycling plan;
 - 9. Evidence of issuance of a state sales tax license number;
 - 10. Evidence of property and liability insurance;
 - 11. Written approval of abutting property owners; and
 - 12. The applicable license application fee.

In addition to the requirements of this chapter, the City of Creede may require such additional information as is deemed reasonably necessary to effectuate the purpose and intent of this chapter. An application is not complete and will not be considered properly submitted until the applicant provides all information required by the Town and pays the applicable licensing fee.

- B. Upon filing of a complete application for a short-term rental license and within sixty (60) days prior to each annual renewal under the terms and provisions of this chapter, the property owner shall certify that:
 - 1. Adequate fire extinguishers are installed and maintained;
 - 2. Smoke alarms and carbon monoxide alarms are installed in compliance with applicable building and fire codes;
 - 3. Maximum occupancy notice(s) are clearly posted based on square footage; and
 - 4. Emergency egress pathways are in compliance with applicable building and fire codes.
- C. The City of Creede shall issue a short-term rental license upon confirming compliance with the application requirements. The short-term rental license shall include:
 - 1. The names and contact information of the property owner and responsible agent;
 - 2. The maximum number of occupants of the property;
 - 3. Conditions related to parking and other matters (if any); and
 - 4. The dates of issuance and expiration of the license.

19-1-060 Fees.

The Town Board shall, by a resolution of the Town Board, impose fees for the application, renewal and enforcement of this chapter.

19-1-070 Sales tax license.

All short-term rentals shall obtain the necessary sales tax license from the State of Colorado.

19-1-080 Limitations; occupants, vehicles and noise.

The following restrictions shall apply to all short-term rentals:

- A. Application: Applicants shall file a written application for a short-term rental license on forms provided by the City of Creede at least sixty (60) days prior to rental of the property.
- B. Occupants: For short-term rentals with 1,500 square feet or less of interior living space, a maximum of four (4) persons is allowed. For short-term rentals with greater than 1,500 but less than 2,500 square feet of interior living space, a maximum of six (6) persons is allowed. For short-term rentals with 2,500 square feet or more of interior living space, a maximum of eight (8) persons is allowed.
- C. No more than three (3) people per bedroom, including children, shall be permitted to occupy a short-term rental.
- D. Vehicles: No more than four (4) vehicles associated with the property owner, short-term renters and others shall be parked at any one time on or nearby the property with a maximum of two (2) vehicles parked in the street within a duly authorized public parking area where overnight on-street parking is allowed.
- E. Violation of the Municipal Code: All short-term renters shall comply with all applicable provisions of the City of Creede Code of Ordinances, including all nuisance provisions.
- F. Residential character: All dwellings shall maintain the residential character of the neighborhood.
- G. No more than three (3) dogs, including the property owners, shall be allowed at the short-term rental at any one time.
- H. Failure to comply with these limitations may result in revocation of the short-term rental license.

19-1-090 Permitted locations.

- A. The City of Creede shall issue an unlimited number of Class A permits and no more than a total of twenty-five (25) Class B short-term rental licenses.
- B. Short-term rentals are allowed on any residentially-zoned property within the City of Creede.

19-1-100 Renewal.

At least sixty (60) days prior to the anniversary date of the short-term rental license, the licensee shall apply to renew the license. Absent the timely filing of a renewal application, a license shall expire one (1) year from the date of issuance.

19-1-110 Property owner responsibility.

- A. The property owner is responsible for notifying all occupants of the applicable restrictions and requirements.
- B. The property owner is responsible for any violation of any provision of this chapter.

19-1-120 Posting.

The owner must post or cause to be posted the following information in a prominent and visible location in the short-term rental unit:

- A. A copy of the current short-term rental license;
- B. Description of location of fire extinguishers and emergency egress;
- C. General guidelines on Town regulations, as well as any unit specific guidelines, regarding noise, parking, trash pick-up and fire restrictions; and
- D. Any other information deemed necessary by the City Manager or his/her designee to ensure the public's health and safety.

19-1-130 Advertising.

All marketing materials or advertisements for a short-term rental unit shall contain the license number of the short-term rental license.

19-1-140 Notice to owner.

Any notice given by the Town to an owner in pursuit of this chapter is deemed sufficient if sent by either:

- A. First-class mail to the address provided by the owner or the responsible agent designated on the owner's most recent license or renewal application; or
- B. Electronic mail, if the owner provides an electronic mail address and indicates electronic mail as the preferred method of notification on the owner's most recent license or renewal application.

19-1-150 Enforcement; revocation; appeal.

- A. Code Enforcement: The property owner of any property licensed as a short-term rental shall be liable for all violations of this Chapter, and shall abate any nuisance or other violation as required under the Code.
- B. Revocation. Three (3) or more violations of the Code or short-term rental license upon the property shall be grounds for revocation of a short-term rental license. The licensed property shall not be eligible for a short-term rental license for a period of two (2) years following revocation.
- C. Appeal. Any person aggrieved by the decision of the City Manager in the course of the administration and enforcement of this chapter may make an appeal to the Town Board. Such appeal shall be made within ten (10) days of the decision from which the appeal is made by filing with the Town a written notice of appeal specifying the grounds therefor. The Town Board shall conduct a hearing of the appeal within thirty (30) days of receiving written notice. The decision of the Town Board shall be final.

19-1-160 Penalty for violation.

Any person who fails to comply with any provision of this chapter shall may be subject to all applicable penalties described in Chapter 1, Article 4 of the City of Creede Code of Ordinances.

SECTION 2. SEVERABILITY, CONFLICTING ORDINANCES REPEALED. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. All other ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect thirty (30) days after adoption and publication pursuant to C.R.S. § 31-16-105.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED this _____ day of _____, 2023.

Jeffrey Larson, Mayor

ATTEST:

Josie Bielenberg
City Clerk

No recreational vehicle shall be used for living or sleeping purposes or as a store, office or place for the carrying on of a business, trade or profession within the Town, unless it is located in an approved or legal nonconforming RV park pursuant to the applicable terms of the Estes Park Development Code.

Re: Agreement for LE Services

1 message

Terry Wetherill <sheriff@mincocolo.com>
To: Louis Fineberg <manager@creedetownhall.com>

Thu, Jul 13, 2023 at 1:49 PM

Louis,
Good afternoon. I am no doubt delinquent in getting back to you concerning a budget and an Intergovernmental Agreement between the City of Creede and the Mineral County Sheriff's Office. I intended to get some of the actual processes all sorted out before I gave you partial information but it seems that is going to take much longer than I would like. As far as residents saying we are not providing services because of an IGA I cannot speak to what these people are claiming.

I have had people call me about too many cats, about illegal aliens living in a camper with no septic, about boyfriend issues all of which I explained are not necessarily Sheriff's Office issues. I can tell you we have been writing parking tickets, careless driving tickets, speeding tickets, Driving Under the Influence of Alcohol citations, pulling ATV/UTVs over, warning people of speed, dealing with probation violations, restraining order violations, deputies and myself have been walking the streets during events, dealing with open containers and conducting vehicle wreck investigations, all of which originated in Creede. I would estimate 75+% of our time has been providing services inside the city limits of Creede.

I still desire to formalize a contract with the city of Creede. Part of that process is to adopt an IGA between the Creede and the Sheriff's Office. Another aspect of that is also to have the City adopt Model Traffic Code (MTC) and coordinate with the Sheriff's office on which MTC will be enforced. For instance we do not have the equipment, people or skills to deal with commercial vehicles like tractor trailers. Then of course we also have to get a City Clerk and a Municipal Judge to deal with the tickets that are written.

Additional information is that I am attempting to also do the MTC, County Clerk and County Judge with Mineral County. In Hinsdale County, Lake City and the County have co-hired a clerk and Judge who deals with both City and County Tickets. I have been working with Janelle and she is reaching out to the Hinsdale people to understand how they worked with CDOT for the adoption of MTC and get a better understanding of these co-hired people.

I have attached an older copy of the Hinsdale / Lake City IGA. I was unable to get the latest copy but I will make it a priority to get a Mineral County / Creede IGA drafted.

For planning purposes this is our budget for an additional Sheriff's Deputy for the first full year would be approximately:

Vehicle \$51,000
Vehicle fit out with radios, lights, siren, badging, and cage \$10,000
Deputy equipment - Gun, Taser, Body Armor, Hand held Digital Trunked Radio, Body Worn Camera, Computer, and Uniforms \$12,500

Job	# Hour Weekly	# Hours annually	Salary / Hr	Pay	Holiday	Overtime	Health I	Cell	401	FICA	Medicare	Unemploy	Total
		22-24			*2**4*13	*1.5*40			0.0400	0.0620	0.0145	0.0020	
Deputy	40	2080	\$24.00	\$49,920.00	\$2,496.00	\$1,440.00	\$18,815.52		\$1,996.80	\$2,995.20	\$499.20	\$99.84	\$78,262.56

Total lay out for the first full year for a new Deputy that has a reasonable amount of experience is \$141,773

Follow on years would probably include a cost of living expense raise and a contribution to equipment that will need replaced in follow on years. I would expect that to be about \$92,000.

I have a meeting at 2pm but will be working on the draft IGA this afternoon and tomorrow morning.

Respectfully,
Terry Wetherill



Terry Wetherill
Sheriff

(Cell) 719-850-0514
(Office) 719-658-2600 (Fax) 719-658-2764
Mineral County Sheriff's Office
Sheriff@MinCoColo.com
1201 N Main St / PO Box 454
Creede, Colorado 81130

On Thu, Jul 13, 2023 at 11:36 AM Louis Fineberg <manager@creedetownhall.com> wrote:
Terry,

I hope you are well. On several occasions of late I've been told by residents that the Sheriff's Office is telling folks that you aren't providing services to Creede because we have no agreement for law enforcement services. I'm admittedly a little confused about this since the City approached you several times about entering into an agreement, both before and after your election. You showed up a few months ago to discuss this with the Board and were supposed to get back to us with a cost estimate for getting a

deputy to deal with City matters. That was the last we've heard from you. Can you please clarify whether or not you are interested in providing law enforcement services to the City? If not, please let us know so we can look into alternative arrangements. If you are interested, can you get us the cost estimate for services?

Thanks and let me know if you would like to discuss.

--

Louis M. Fineberg
Town Manager
City of Creede
2223 N. Main St.
Creede, CO 81130
Tel: (719) 658-2276 x 1

 **Hinsdale & Lake City IGA.pdf**
398K

**INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG HINSDALE
COUNTY, THE HINSDALE COUNTY SHERIFF'S OFFICE, AND THE TOWN
OF LAKE CITY FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT between and among HINSDALE COUNTY (the "COUNTY"), the HINSDALE COUNTY SHERIFF'S OFFICE (the "SHERIFF") and THE TOWN OF LAKE CITY, (the "TOWN") FOR LAW ENFORCEMENT SERVICES ("Law Enforcement IGA") is made effective as of the 1st day of January, 2021. The COUNTY, the SHERIFF, and the TOWN shall be collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the COUNTY is a county of the state of Colorado that has been duly established and is operating pursuant to Colorado Constitution Art. XIV and Title 30 of the Colorado Revised Statutes (C.R.S.), as amended and the SHERIFF is an elected official of the COUNTY;

WHEREAS, the TOWN is a municipal corporation that has been duly established and is operating pursuant to Colorado Constitution Art. XIV and XV and Title 31, C.R.S.;

WHEREAS, pursuant to Colorado Constitution Art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the COUNTY, the SHERIFF and the TOWN are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each;

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

WHEREAS, the COUNTY, the SHERIFF and the TOWN mutually desire to contract for law enforcement services as provided herein.

NOW, THEREFORE, for the consideration herein set forth, the PARTIES agree as set forth below.

SECTION I - SERVICES TO BE PROVIDED BY THE SHERIFF'S OFFICE

Subject to the details recited in "Attachment A" appended to this agreement, the SHERIFF shall provide law enforcement services to and for the benefit of the TOWN, as set forth below:

- (a) Such routine patrols for traffic and other matters as the SHERIFF (or his designee), in his sole discretion, shall determine;
- (b) Investigation and, if proper, prosecution of all complaints of violations of municipal ordinances and state statutes as are reported to him;
- (c) Investigation and appropriate action upon any and all traffic accidents within the TOWN which reasonably require investigation;
- (d) Assistance in all law enforcement emergencies arising within the limits of the TOWN;
- (e) Transportation and housing of any prisoners when reasonably required due to circumstances relating to illegal acts within the limits of the TOWN. The TOWN shall be responsible for any cost incurred for any arrest made under the TOWN ordinances or under any state statute if such arrest occurs in the TOWN. The SHERIFF shall report each month of any costs incurred;

- (f) Issuance of dog licenses and maintenance of related records; and
- (g) Submission of written monthly reports regarding law enforcement activity affecting the TOWN.

Basic services to be provided to the TOWN include one law enforcement service unit, which is defined to mean one patrol deputy, including the equipment, supplies and vehicle incidental to providing the service unit. All employees staffing the service unit shall be employees of the COUNTY and not of the TOWN, and all equipment and supplies provided incidental thereto shall be and remain the property of the COUNTY.

The Parties acknowledge that the SHERIFF will occasionally be unavailable to provide immediate response to calls of a low priority for the following reasons: (1) staff size; (2) the fact that calls are not spread evenly over time; and (3) the need to address high priority calls first. Inevitably, there will be times when coverage is not instantaneous or ideal for low priority calls. The SHERIFF (or his designee) in his sole discretion will determine the priority and timing of calls and agrees to use his best efforts and judgment for the safety and well-being of the public, given what he knows at the time the decision is made.

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 THE TOWN

The TOWN shall provide information as necessary or requested by the COUNTY and/or the SHERIFF to enable its or their performance under this Law Enforcement IGA. The TOWN hereby expressly delegates to the SHERIFF the authority to enforce any and all laws applicable to and within the territory of the TOWN. The COUNTY further agrees that such services will include the enforcement of state statutes and municipal ordinances of the TOWN.

SECTION III - TERM

The term of this Law Enforcement IGA shall be for two (2) calendar years, beginning on January 1, 2021 and ending on December 31, 2022. This Law Enforcement IGA may be renewed for additional terms, but only upon written notice from the TOWN that it wishes to renew the agreement for additional years. 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

The TOWN shall pay the COUNTY a base sum for the services provided hereunder on the following schedule:

2021: \$76,153.00
2022: \$82,592.00

This sum shall be paid in quarterly installments as specified in Attachment A. The TOWN shall also make quarterly payments to the COUNTY for additional charges, if any, as invoiced pursuant to Attachment A.

SECTION V - WORKERS COMPENSATION

The COUNTY, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law for all SHERIFF'S Office personnel. 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 the TOWN. 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.

The TOWN agrees to insure against and indemnify the COUNTY and hold the COUNTY harmless for any cause of action, lawsuit or claim arising out of the COUNTY's performance of the law enforcement duties within TOWN limits pursuant to this contract, except those resulting from gross negligence or intentional misconduct by the Sheriff or his or her deputies. Proof of insurance will be provided to the COUNTY annually, on or before February 1st of each year.

SECTION IX - TERMINATION

Either party may terminate this Law Enforcement IGA upon written notice to the other party at least forty-five (45) days prior to the effective date of the termination.

SECTION X - GENERAL PROVISIONS

(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 7th 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 acknowledge 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 the 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:

Hinsdale County Commissioners
c/o Sandy Hines, Administrator
P.O. Box 277
Lake City, CO 81235

For the SHERIFF:

The Hinsdale County Sheriff's Office
c/o Chris Kambish, Sheriff
P.O. Box 127
Lake City, CO 81235

For the TOWN:

Town of Lake City
c/o Caroline Mitchell, Manager
PO Box 544
Lake City, CO 81235

(h) Integration of Understanding. 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.

(i) 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 PARTIES shall be for the sole and exclusive benefit of the PARTIES.

(j) 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.

(k) 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 OF HINSDALE COUNTY, COLORADO

By: _____, 2020
Susan Thompson, Chair Date

ATTEST:

Joan Roberts, County Clerk

HINSDALE COUNTY SHERIFF'S OFFICE

By: _____, 2020
Chris Kambish, Sheriff Date

THE TOWN OF LAKE CITY

By: _____, 2020
Bruce Vierheller, Mayor Date

ATTEST:

Town Clerk

ATTACHMENT A
TO LAW ENFORCEMENT IGA

1. **Agreement to Supply Police Services.** The COUNTY agrees to furnish to the TOWN reasonable law enforcement services as deemed necessary by the SHERIFF during the life of this Law Enforcement IGA. Law enforcement services will be provided in the equivalent of service units. The SHERIFF agrees to furnish additional deputy sheriffs as may be needed by or requested by The TOWN from time to time as long as such deputies are available and their assignment will not adversely affect law enforcement services provided to unincorporated portions of the COUNTY. Except as otherwise provided, the SHERIFF reserves the right to determine all law enforcement functions, including those deemed extraordinary.

2. **Place and Nature of Services.** This Law Enforcement IGA will be implemented by the SHERIFF and shall not in any way affect the regular law enforcement services provided by the SHERIFF to unincorporated portions of Hinsdale County. The SHERIFF shall make all determinations in scheduling and designating the patrol area of the deputy supplied under this Law Enforcement IGA. 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 the SHERIFF'S office policies.

All legal documents, i.e. subpoenas, summonses, or any legal paperwork not generated by the SHERIFF that requires service shall be handled as follows: Legal documents will be provided by the TOWN to the Civil Division of the SHERIFF. The SHERIFF'S office personnel will serve only legal documents required to be served in Hinsdale County. The TOWN will pay legal services in accordance with the SHERIFF'S office fee schedule, based upon the Colorado Revised Statutes.

Law enforcement services provided to the TOWN under this Law Enforcement IGA will be provided within that territory of the TOWN that is located in Hinsdale County. Areas outside of Hinsdale County, annexed by the TOWN, will not be served under this Law Enforcement IGA. The Sheriff, or his designee, will meet with the TOWN Trustees on as as-needed basis. The meetings may occur in an effort to maintain communication and enhance community policing and partnerships.

3. **Personnel and Equipment.** 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. In special instances when special supplies, stationery, notices, forms and similar materials are to be issued in the name of the TOWN, the same is to be supplied by the TOWN at its own expense.

4. **Payment.** Payments of the base sum are to be made in quarterly installments at the end of each three (3) month period. The COUNTY shall provide a statement at the close of each calendar quarter, and the TOWN shall pay the amount therein set forth within thirty (30) days after the 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.

5. **Equipment.** All equipment used in the performance of this Law Enforcement IGA, including vehicles, arms, communication equipment, and supplies, shall remain the property of the COUNTY.

6. **Reports.** Incidental to and in addition to the services performed hereunder, the COUNTY shall furnish monthly sheriff's reports of the activities of the deputy assigned to perform the services of this Law Enforcement IGA. Such reports are to be delivered within a reasonable time to the office of the town clerk.

7. **Definition of Service Unit.** Law enforcement services provided to the TOWN under this Law Enforcement IGA will be provided in the equivalent of service units. A service unit is one (1) patrol deputy. That service unit includes the vehicle and supplies/items needed to allow the deputy to function at their assigned tasks. The cost of a service unit is the equivalent of all costs incurred in the staffing and functioning of such employees. For the years 2020 through 2022, law enforcement services provided to the TOWN will consist of one complete service unit.

Service Unit Costs

One Service Unit	2021	\$76,153.00
	2022	\$82,592.00