

**CITY OF LEADVILLE, COLORADO  
RESOLUTION NO. 8  
SERIES OF 2023**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY CONCERNING LAW  
ENFORCEMENT MUTUAL AID**

**WHEREAS**, the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes (“C.R.S.”) allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government; and

**WHEREAS**, the City of Leadville Police Department (“LPD”) and Lake County Sheriff’s Office (“LCSO”) have the ability to assist each other with law enforcement services from time to time; and

**WHEREAS**, the City Council of the City of Leadville recognizes the benefits and advantages for LPD and LCSO to collaborate and support each other and the public to provide available, coordinated, and quality law enforcement and other emergency services; and

**WHEREAS**, Leadville and Lake County each desire to authorize the other to provide law enforcement service assistance in their respective jurisdictions; and

**WHEREAS**, City Council therefore finds that it is in the best interests of the public health, safety, and welfare to enter into an intergovernmental agreement, in substantially the form attached to this Resolution as **Exhibit 1**, with Lake County for law enforcement mutual aid.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein by this reference as findings and determinations of City Council.

**Section 2.** The City Council hereby: (a) approves the Intergovernmental Agreement for Mutual Aid (“Agreement”) in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Administrator, to negotiate any changes to the Agreement as may be necessary that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

**Section 3.** **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

**EXHIBIT 1**  
**INTERGOVERNMENTAL AGREEMENT**

*(see attached document)*

## **INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID**

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID (“Agreement”) is made and entered into by and between the **City of Leadville**, a municipal corporation of the State of Colorado, with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), and the **County of Lake**, a political subdivision of the State of Colorado, with offices at 505 Harrison Avenue, Leadville, Colorado 8046 (“County”) (each referred to individually as a “Party” and collectively the “Parties”).

### **RECITALS**

WHEREAS, the Colorado Constitution and the laws of the State of Colorado permit government entities to cooperate with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, pursuant to Article XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, the Parties may contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs, upon authorization by the Parties; and

WHEREAS, the City of Leadville Police Department (“LPD”) and Lake County Sheriff’s Office (“LCSO”) have the ability to assist each other with law enforcement services from time to time; and

WHEREAS, the City desires to authorize LCSO to provide law enforcement service assistance within the City; and

WHEREAS, the County desires to authorize LPD to provide law enforcement service assistance in areas of Lake County served by the LCSO; and

WHEREAS, each Party desires to enter into this Agreement to set forth the procedures and conditions of providing law enforcement mutual aid to the other Party.

NOW, THEREFORE, the Parties agree as follows:

#### **I. PROVISION OF MUTUAL AID**

##### **A. Definitions.**

1. “Assisting Party” means the agency or Party that sends personnel, vehicles, resources or equipment to a Requesting Party pursuant to this Agreement.

2. “Officer in Charge” means the senior or highest-ranking officer on duty for a Requesting Party who has responsibility for directing the agency at the time the Requesting Party is receiving mutual aid from the Assisting Party.

3. “Requesting Party” means the agency or Party that has a need for assistance and that requests aid pursuant to this Agreement.

B. LPD Assistance to LCSO. The LPD will assist the LCSO when requested, subject to available resources and consistent with applicable laws and policies of the LPD. The Parties hereby authorize members of the LPD to render law enforcement services within the areas of Lake County served by the LCSO when such assistance is requested by the LCSO.

C. LCSO Assistance to LPD. The LCSO will assist the LPD when requested, subject to available resources and consistent with applicable laws and policies of the LCSO. The Parties hereby authorize members of the LCSO to render law enforcement services within the City of Leadville when such assistance is requested by the LPD.

D. LPD Members Appointed as Deputies. As permitted by C.R.S. § 30-10-506, the Lake County Sheriff will appoint each sworn LPD member as a deputy, and each duly appointed LPD member shall have such powers and authority conferred by law on the Lake County Sheriff's deputies when rendering law enforcement services within the specified scope of services and geographic areas of Lake County served by the LCSO when such assistance is requested by the LCSO. The Lake County Sheriff may revoke such appointments at will.

E. Requests for Assistance.

1. Making a Request for Assistance. The Parties agree that all requests for assistance pursuant to this Agreement shall be given upon the direction of the City Representative or County Representative, as applicable. When the City Representative or County Representative calls for assistance pursuant to this Agreement, such Representative shall state the specific services, equipment and personnel needed and shall give explicit directions as to the location where assistance is required.

2. Responding to Requests for Assistance. Each Party to this Agreement will respond to a request for assistance by making available to the Requesting Party such personnel, vehicles, and equipment that can safely be sent or released to respond to the request. The Parties agree to use their best efforts to promptly respond to a request for mutual aid. The assistance rendered will be to the extent or scope of available personnel, vehicles, and equipment not immediately required for adequate protection of the territorial limits of the Assisting Party. The judgment of the Leadville Chief of Police or the Lake County Sheriff, or their respective designees, when in the role of the Assisting Party shall be final as to the personnel, vehicles, and equipment that are available to render assistance to the Requesting Party.

3. Direction When Providing Assistance. In any situation in which mutual aid is provided by an Assisting Party pursuant to this Agreement, the Representative of the Requesting Party or the Officer in Charge, as applicable, shall have full charge and authority over any Assisting Party's services, equipment and personnel.

F. Qualifications. The Assisting Party shall ensure that loaned personnel have the ability, skill and certification necessary to perform the work required and may be required to disclose the qualification(s) and training level of personnel identified to provide assistance.

G. Rights and Privileges. Whenever the employees of a Party are rendering aid outside the area of their normal jurisdiction as an Assisting Party pursuant to this Agreement, such

employees shall have the powers, duties, rights, privileges and immunities of and receive the compensation incidental to their employment by their employing Party regardless of where serving.

H. Discipline. If a member of either Party's law enforcement agency warrants reprimand, suspension, demotion, or dismissal from employment as a direct result of their involvement or participation in the provision of law enforcement services under this Agreement, disciplinary action shall be the responsibility of the member's employing agency. If immediate corrective or instructive action is warranted while services are being performed, the on-duty supervisor of the Party requesting assistance is authorized to issue the correction or instruction.

I. Use of Force Interventions. Any peace officer witnessing another peace officer using excessive force must intervene to stop the force being used and immediately report it as required by C.R.S. § 18-8-802, as amended, to the Officer in Charge for the Requesting Party.

J. Internal Investigations. For internal investigations arising out of incidents involving the provision of mutual aid by a Party under this Agreement, each law enforcement agency shall be responsible for investigating its own members as needed. Each Party agrees to reasonably cooperate and coordinate in the investigations by the other Party. If one law enforcement agency desires or is required to interview one or more members of the other law enforcement agency, a member of the officer's agency shall be allowed to be present during the interview. In addition, the officer(s) being interviewed shall be informed that the interview is being conducted in cooperation with the other law enforcement agency, and the officer(s) shall be provided Garrity advisements for such joint agency interviews, as required by law and applicable policies of the law enforcement agencies. For purposes of coordinating and communicating regarding internal investigations arising out of incidents involving the provision of mutual aid under this Agreement, the point of contact for the City is the City's Representative and the point of contact for the County is the County's Representative.

K. Activities Outside of Scope or Not Performed in Good Faith. No Party shall be required under this Agreement to indemnify, hold harmless and defend the other Party from any claim, loss, harm, liability, damage or cost or expense caused by or resulting from the activities of the other Party's officers, employees and/or agents acting in bad faith or performing activities beyond the scope of the requested assistance, their training or duties.

L. Confidential Information. The Parties acknowledge that information obtained and exchanged about criminal or administrative investigations in the performance of or related to this Agreement may be confidential. The Parties will protect and only release confidential information pursuant to the requirements of state and federal law and will provide and maintain a secure environment that ensures confidentiality of all confidential documents and information. This paragraph applies to all forms of confidential information, including but not limited to hard copy, electronic, video, audio, and photographic formats along with any confidential information contained in or accessed through any computerized data system that the parties may gain access to through this Agreement.

M. Records Requests. For records requests related to the provision of law enforcement services under this Agreement, the Requesting Party in whose jurisdiction the incident occurred

shall be responsible for responding to criminal justice records requests regarding such incidents. The Assisting Party agrees to cooperate as needed in providing any information required for the Requesting Party to properly respond to such records requests.

N. Press Releases. Press releases and/or the release of information to the media will be made by the agency in whose jurisdiction the event requiring assistance occurred in accordance with the releasing agency's media release policy. No other information shall be unilaterally released or provided to the media by any Party without prior approval by the other Party.

O. No Obligation. Provision of mutual aid under this Agreement is voluntary. Nothing herein obligates or shall be construed to obligate the LPD or LCSO to provide law enforcement services outside of their respective jurisdictions.

## **II. TERM AND TERMINATION**

A. Term and Renewal. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **December 31, 2023**. Beginning on January 1, 2024, this Agreement shall automatically renew each year for additional one-year terms until terminated as provided in this Agreement.

B. Termination. This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other Party at least thirty (30) days prior to termination.

## **III. REPRESENTATIVES**

A. City Representative. The City representative for this Agreement shall be the Chief of Police or their designee ("City Representative"). City Council may designate another person to be the City Representative and will notify the County of such designation in writing. The City Representative shall act as the County's primary point of contact with the City for this Agreement.

B. County Representative. The County representative under this Agreement shall be Lake County Sheriff, or their designee ("County Representative"). In the event the Sheriff or their designee is not available, the Board of County Commissioners for the County may designate another person to be the County Representative and will notify the City of such designation in writing. The County Representative shall act as the City's primary point of contact with the County for this Agreement. The City Representative and County Representative together may be referred to herein as the "Representatives."

## **IV. REIMBURSEMENT**

A. Waiver of Claims for Compensation. Except as otherwise set forth in this Section and to the extent permitted by law, the Parties waive all claims for compensation from each other for mutual aid provided under this Agreement, including without limitation compensation for equipment, vehicles, supplies and materials used or expended while providing assistance to the other Party under this Agreement.



B. Reimbursable Expenses. A Party may request assistance from the other Party in covering shifts when the Requesting Party has no POST certified and fully-field trained officers available (“Shift Coverage”).

1. Through December 31, 2023, the Parties will track their respective Shift Coverage hours and expenses, then within a reasonable time after December 31, 2023, the Parties will submit respective reports itemizing such expenses incurred and meet to evaluate and mutually agree whether they will seek reimbursement from each other for such expenses as provided below.

2. After December 31, 2023, if the Parties mutually agree in writing that they will seek reimbursement from each other as provided above, the Parties agree that, subject to annual appropriation and approval pursuant to each Party’s respective purchasing or procurement policies, as applicable, the Party requesting Shift Coverage will reimburse the Assisting Party for the cost of the regular wages, including any overtime, incurred by the Assisting Party for providing Shift Coverage subject to the terms of this Agreement. The Assisting Party may invoice the Requesting Party, and the Requesting Party shall review and pay such invoice within thirty (30) days of receipt of such invoice. Any Shift Coverage provided by one Party to the other is intended to constitute a “temporary assignment” under C.R.S. § 29-5-108 of each Party’s personnel or equipment when operating in a jurisdiction other than its own.

3. The Parties agree that, if there is a dispute concerning reimbursement, they will meet and negotiate in good faith in order to resolve any such dispute. The Parties may choose to mediate any disputes concerning reimbursement using a mutually agreed upon mediator. The Parties will share the cost of mediation equally. The agreement by the Parties to mediate does not prevent either Party from pursuing any other lawful action, or remedy under this Agreement, to resolve such dispute.

## V. INDEPENDENT CONTRACTOR

Employees of a Party shall at all times while providing assistance continue to be employees of said Party and shall not be deemed employees of the other Party for any purpose. Wages, hours and other terms and conditions of employment of each Party shall remain applicable to all of its employees who provide assistance. Each Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Workers' compensation coverage shall apply as required by C.R.S. § 29-5-109.

**EACH PARTY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS AN ENTITY OTHER THAN THE OTHER PARTY PROVIDES SUCH BENEFITS. EACH PARTY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE OTHER PARTY. EACH PARTY ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT RELATED TO ITS OWN EMPLOYEES AND NOT THE EMPLOYEES OF THE OTHER PARTY.**

## **VI. INSURANCE AND GOVERNMENTAL IMMUNITY**

A. Each Party shall procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under Colorado law, including workers' compensation, automobile liability and general liability. Such insurance of each Party shall be adequate to protect each respective party from liability claims and demands arising from the performance of duties under this Agreement and to cover all operations by the party's law enforcement officers under this Agreement.

B. To the extent permitted by law, each Party shall be responsible for its own negligent acts and neither Party shall be responsible for claims, demands, or judgment arising from the acts or omissions of the other Party, its employees or agents. All other legal liability and litigation arising from or out of the conduct or performance of the Parties shall be the responsibility of each law enforcement officer's respective agency; however, any law enforcement officer acting under the specific orders of a superior officer from another agency may create a shared liability with that other agency, all in accordance with and pursuant to applicable law.

C. The Parties agree that if either Party receives a claim or lawsuit by any third party that relates to the performance of duties or actions taken pursuant to this Agreement, it will provide notice of the same to the other Party within a reasonable time. The Parties also agree to cooperate with one another and with the insuring entities of the Parties in defending any such claim.

D. Nothing in this Agreement shall be deemed a waiver by either Party of any immunity granted under the Colorado Governmental Immunity Act, Section 24-10-101, etc., C.R.S. or confer any benefits to any person not a party to this Agreement.

E. The provisions of this Agreement shall not be construed as restricting, modifying or abolishing the right of any member of either Party to receive workers' compensation benefits pursuant to C.R.S. § 29-5-109. Any pension fund payments payable to a member of a Party's law enforcement agency due to disability or death arising from the performance of their duties shall be made in accordance with C.R.S. § 29-5-110.

## **VII. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Lake County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.



D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the City:**

**If to County:**

<p>City of Leadville          Attn: City Administrator          Police Chief          800 Harrison Avenue          Leadville, Colorado 80461</p>	<p>Lake County          Attn: Sheriff Heath Speckman          505 Harrison Ave/PO Box 255          Leadville, CO 80461</p>
<p>With Copy to:          Leadville City Attorney          Michow Cox &amp; McAskin LLP          6530 S. Yosemite Street, Suite 200          Greenwood Village, Colorado 80111</p>	<p>With Copy to:          Lake County Attorney          505 Harrison Avenue          Leadville, CO 80461</p>

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party’s legal or equitable remedies, or the period in which such remedies may be asserted.

I. Annual Appropriation. Consistent with Article X, §20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

J. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns as permitted under applicable law; provided that this Section shall not authorize assignment.

K. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

L. Survival. Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

M. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

N. Force Majeure. Neither the County nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and Lake County and bind their respective entities.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**CITY OF LEADVILLE, COLORADO:**



By: *Greg Labbe*  
Printed Name: GREG LABBE  
Title: MAYOR  
Date of execution: 6-23-23

ATTEST:

*Armando Zelen*  
Deputy City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
City Attorney

**LAKE COUNTY, COLORADO:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
County Clerk

**APPROVED AS TO FORM (*excluding exhibits*):**

\_\_\_\_\_  
County Attorney